

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 8, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 4:08 p.m. The meeting was held at Mt. Zion AME Zion Church, 455 W. Jeff Davis Avenue, Montgomery, Alabama.

The meeting was opened with prayer led by Commissioner Singleton. Chairman Dean, Vice Chairman Walker, Commissioner Sankey and Commissioner Singleton were present. Commissioner Harris was absent.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims noted that the Commission had a handout in their packet from District Attorney Daryl Bailey and that Mr. Bailey would like to address the Commission during the information session if time allows.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey requested that the Commission waive a refund due from the Montgomery County Board of Education. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DIRECTOR OF ELECTIONS DARRYL PARKER

Director of Elections Darryl Parker briefed the Commission regarding a Resolution Approving Relocation of a Polling Place in Precinct 501, Montgomery County Commission District Five represented by County Commissioner Doug Singleton. Mr. Parker noted that the polling place would move from Taylor Road Baptist Church, 1685 Taylor Road, to First Christian Church, 1705 Taylor Road. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham discussed the County Public Safety Pay Plan adjustments. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Resolution declaring Tuesday, April 9, 2019, as Joseph Bradley Day in Montgomery County. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DIRECTOR FELICIA BELL, PH.D., WITH ROSA PARKS MUSEUM, TROY UNIVERSITY

Director Felicia Bell, Ph.D., with the Rosa Parks Museum, Troy University briefed the Commission regarding the 2019 Juneteenth Celebration and requested funding for the event. After discussion, the Commission agreed to appropriate \$5,000 and add this item to the Joint Designated Revenue Account that was on the agenda.

Commissioner Harris arrived at the meeting.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci updated the Commission regarding the County's network infrastructure project. Mr. Ialacci noted that the current funding for this project will be used to complete these items, but that there were many other areas that would require attention and additional funding. He stated that he would update the Commission when these items are identified.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake presented an Agreement with the Alabama Department of Transportation regarding resurfacing Alabama River Parkway from Jackson Ferry Road to Montgomery City Limits, Project# STPMN-5118(252); MCP 51-02-18; CPMS Ref. # 100067623 and related Resolution. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Resolution for resurfacing Paulk Road (2.0 miles), Project No. MCP 51-01-19 and a Resolution for resurfacing Dozier Road (1.7 miles), Project No. MCP 51-02-19. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Speake informed the Commission that he would make a presentation during the Formal Session regarding an Award for Quality in Construction from the National Asphalt Pavement Association.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners. Ms. Hawk informed the Commission that applications are currently being accepted for the 2019 Student Apprenticeship Program.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding items on the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean and Commission Singleton requested to add an additional item to the miscellaneous appropriations from the agencies account that was on the agenda.

Chairman Dean and Commission Singleton requested to add an additional item to the miscellaneous appropriations from the education account that was on the agenda.

Chairman Dean, Vice Chairman Walker, Commissioner Harris, Commissioner Sankey and Commissioner Singleton requested to add additional items to the miscellaneous appropriations from the designated revenue account that was on the agenda.

The Commission agreed to add these items to the miscellaneous appropriations accounts that were on the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR KEN AUSTIN WITH MERCY HOUSE

Executive Director Ken Austin with Mercy House briefed the Commission regarding the program. He stated that he had not returned the required paperwork to the County Commission for the organization. Chairman Dean requested a \$5,000 miscellaneous appropriation from his designated revenue account to the organization, pending receipt of the proper paperwork.

DISCUSSION BY THE COMMISSION

Commissioner Singleton reminded his fellow commissioners of a request for \$25,000 from Bridge Builders Alabama. The Commission agreed to add an appropriation in the amount of \$10,000 to the miscellaneous appropriations from their joint designated revenue account that was on the agenda.

PRESENTATION BY AREA DIRECTOR KENYATTE HASSELL WITH MONTGOMERY YOUNG LIFE

Area Director Kenyatte Hassell with Montgomery Young Life briefed the Commission regarding the program and requested funding. After discussion, the Commission agreed to add an appropriation in the amount of \$12,000 to the miscellaneous appropriations from their joint designated revenue account that was on the agenda.

PRESENTATION BY CHAIRMAN FRANK BROWN WITH MONTGOMERY COUNTY
COMMUNITY PUNISHMENT & CORRECTIONS AUTHORITY

Chairman Frank Brown with Montgomery County Community Punishment & Corrections Authority requested to hire an Interim Executive Director for Community Corrections at Pay Grade A13, Step 7 (\$91,068). After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY DISTRICT ATTORNEY DARYL BAILEY

District Attorney Daryl Bailey briefed the Commission regarding the I-LEAD Program and requested funding in the amount of \$1,526 for a field trip. After discussion, the Commission agreed to add an appropriation in the amount of \$1,526 to the miscellaneous appropriations from their joint designated revenue account that was on the agenda.

PRESENTATION BY PRESIDENT BUCK HOWARD AND EXECUTIVE VICE PRESIDENT
MICHAEL HOWARD WITH CATASTROPHIC MEDICAL EXCESS, INC.

President Buck Howard and Executive Vice President Michael Howard with Catastrophic Medical Excess, Inc., briefed the Commission regarding a renewal of Correctional Excess Medical Insurance secured through Catastrophic Medical Excess, Inc., with Sirius America Insurance Company. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR
CAUTHEN

Administrator Mims briefed the Commission regarding a Contract with the Chamber of Commerce regarding preliminary economic and feasibility analysis for Project Catalyst. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution Honoring the Memory and Service of the Late Former Commissioner Dimitri Polizos. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented a Resolution Providing for Montgomery County's Participation in the 2019 "Back-to-School" Sales Tax Holiday. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested to recognize and deny a Notice of Claim regarding Montgomery County Detention Facility Inmate Derwin Deandre Smith. 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 Area Mental Health Authority. The Commission agreed to discuss this item at the next meeting.

Administrator Mims briefed the Commission regarding a board member appointment to the Pilgrim Providence Water Authority. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented board member appointments to the Montgomery City/County Public Library Board. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented a board member appointment to the Montgomery County Community Punishment & Corrections Authority. The Commission agreed to discuss this item at the next meeting.

PRESENTATION BY EXECUTIVE DIRECTOR CEDERICK WILLIAMS WITH Y.E.S. (YOUTH EMPLOYMENT SERVICES) INC.

Executive Director Cederick Williams with Y.E.S. (Youth Employment Services) Inc., briefed the Commission regarding the program and requested funding in the amount of \$30,000 for Program Services. Commissioner Singleton requested a copy of the organization's budget. No action was taken by the Commission.

DISCUSSION BY THE COMMISSION

Commissioner Harris stated that he was still has concerns regarding the County Public Safety Pay Plan Adjustments and that he was not ready to put this on the agenda. He stated that he would like to meet with Personnel Director Carmen Douglas and Administrator Mims to discuss the plan. It was agreed that this item be discussed further at the next meeting.

Administrator Mims presented a letter from President Julian McPhillips, J.D., with The Scott and Zelda Fitzgerald Museum requesting \$10,000 for the Fitzgerald Museum and Requesting to make a presentation to the Commission. After discussion, Commissioner Harris requested to add a \$5,000 miscellaneous appropriation and Chairman Dean and Commissioner Singleton requested to add a \$1,000 miscellaneous appropriation from each of their designated revenue account that was on the agenda.

Deputy Administrator Cauthen briefed the Commission regarding a request for funding in the amount of \$4,000 from the Alabama Shakespeare Festival. After discussion, Chairman Dean and Commissioner Harris requested to add a \$2,000 miscellaneous appropriation from each of their designated revenue account that was on the agenda.

Administrator Mims presented a letter from General Counsel Bryan M. Taylor with the Governor's Office regarding a Proclamation and Writ of Election Calling a Special Election to Fill the Vacancy in the Alabama House of Representatives District 74.

Administrator Mims stated that Commissioner Harris requested that a copy of Montgomery County Commission Management Procedures Manual, Section 1-22 Rules of Procedure be placed in this briefing memo. Commissioner Harris informed his fellow Commissioners that, at the last meeting, he suspected that a rule was violated concerning the vote on a Resolution

regarding Abatement of Taxes for Project Blackbear. Chairman Dean asked if the Commission would like to waive rules and add this Resolution to the agenda. Commissioner Harris did not agree. After discussion, the Commission agreed to place this item on the next agenda.

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 Rev. Dr Claude A. Shufford of Mt Zion AME Zion Church.

The Pledge of Allegiance was led by Scoutmaster Kenneth Jones and Troop 224 of Mount Zion AME Zion Church.

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 Thomas T. Gallion and County Engineer George C. Speake.

COMMENTS BY ATTENDEES

Mr. Nelson Smith, Board President of Renascence, Inc, said good afternoon and stated he was there to request funding from the Commission for improvements to its residential facility for men recently released from prison. He said the facility is located on Clayton Street near the EJI Memorial. Mr. Nelson asked the Commission to please seriously consider the request.

Ms. Johnnie Sankey of Uptown Neighbor Association said good evening to everyone and thanked the Commissioners for all that they do for the neighborhoods. She said she knows that each and everyone of them works very hard, especially her husband, Commissioner Sankey.

Bishop Jimmy Lee Sawyer, Pastor of Mathew Church of God, said good afternoon to everyone. He informed the Commissioners that he will be going before the Alabama Senate on April 11, 2019. Mr. Sawyer gave the Commissioners a package from the Engineering Department containing information he will be discussing at the Senate meeting. He stated he is still concerned about the dangerous intersection at Wares Ferry Road, Pike Road and U. S. Highway 80. Mr. Sawyer encouraged the Commissioners to contact the senators in reference to this issue.

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 DECLARING TUESDAY, APRIL 9, 2019, AS JOSEPH BRADLY DAY IN MONTGOMERY COUNTY

Commissioner Harris made a motion to adopt the Resolution Declaring Tuesday, April 9, 2019, as Joseph Bradley Day in Montgomery County. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 23-1, is attached to these Minutes.)

PRESENTATION BY COMMISSIONER DAN HARRIS

Commissioner Harris presented Joseph Bradley with a Resolution declaring Tuesday, April 9, 2019, as Joseph Bradley Day in Montgomery County. On Monday, March 18, 2019, Joseph Bradley, a Montgomery County resident and a Jefferson Davis High School senior, won Gold for English Equitation at the Special Olympics World Games in Abu Dhabi. Also, while competing in the 2019 Special Olympics World Games, Joseph won two bronze medals for English Working Trails and Dressage. It should be noted that Joseph is paralyzed on the right side of his body, but he has been riding horses since 2011 with the Therapeutic Recreation Center's Equestrian Team.

APPROVAL OF MINUTES

Commissioner Harris stated that he challenged the procedure for the vote on Project Black Bear at the Regular Meeting of March 25, 2019. He said that the minutes from that meeting should be approved as presented, but the minutes of the meeting of April 8, 2019, should reflect that he challenged the vote.

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of March 25, 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 Harris made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED AMENDMENT TO HEALTH SERVICES AGREEMENT WITH QCHC, INC., CONCERNING AN INCREASE IN MENTAL HEALTH PROFESSIONALS PROVIDED IN THE DETENTION FACILITY

Commissioner Harris made a motion to approve the Amendment to the Health Services Agreement with QCHC, Inc., concerning an Increase in Mental Health Professionals provided in the Detention Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Amendment Agreement, and Email, Agenda Pages 1-1 through 1-4, are attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED SUPPORT AMENDMENT WITH TYLER TECHNOLOGIES, INC., REGARDING FINANCIAL SOFTWARE MAINTENANCE

Commissioner Singleton made a motion to approve the Support Amendment with Tyler Technologies, Inc., regarding Financial Software Maintenance. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Amendment, Agreement, and Attachments, Agenda Pages 2-1 through 2-7, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CLINIC SHARE AGREEMENT WITH THE CITY OF MONTGOMERY, MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD AND CAREHERE MANAGEMENT, LLC

Commissioner Singleton made a motion to approve the Clinic Share Agreement with the City of Montgomery, Montgomery Water Works and Sanitary Sewer Board and CareHere Management, LLC. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Agreement, and Attorney Gallion's Opinion, Agenda Pages 3-1 through 3-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FIRST AMENDMENT TO THE HEALTH CENTER SHARE AGREEMENT BETWEEN ALLIANCE INSURANCE GROUP, LLC, CAREHERE, LLC, AND THE MONTGOMERY COUNTY COMMISSION

Commissioner Singleton made a motion to approve the First Amendment to the Health Center Share Agreement between Alliance Insurance Group, LLC, CareHere, LLC, and the Montgomery County Commission. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 4-1 through 4-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED 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

Commissioner Singleton made a motion to approve 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. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 5-1 and 5-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGES TO THE BLUE CROSS AND BLUE SHIELD OF ALABAMA BENEFIT BOOKLETS FOR THE COUNTY HMO AND PPO INSURANCE PLANS

Commissioner Harris made a motion to approve the Changes to the Blue Cross and Blue Shield of Alabama Benefit Booklets for the County HMO and PPO Insurance Plans. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy Letter, Agenda Pages 6-1 and 6-2, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED ISSUANCE OF CREDIT CARD FOR CHIEF APPRAISER CLAY HENLEY

Vice Chairman Walker made a motion to approve the Issuance of a Credit Card for Chief Appraiser Clay Henley. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda and Travel Expense Reimbursement Form, Agenda Pages 7-1 through 7-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES

Administrator Mims requested approval of the miscellaneous appropriations to agencies 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 to Agencies Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 8-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to education 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 to Education Reprogramming Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 9-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE

Administrator Mims requested approval of the miscellaneous appropriations from designated revenue 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 Harris made a motion to approve to the Miscellaneous Appropriations from Designated Revenue. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

ENGINEERING – APPROVED BUDGET CHANGE REQUEST NUMBERS 4 AND 5

Commissioner Harris made a motion to approve Budget Change Request Numbers 4 and 5, Engineering. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 11-1 and 11-2, are attached to these Minutes.)

SHERIFF’S OFFICE - APPROVED BUDGET CHANGE REQUEST NUMBER 3

Commissioner Harris made a motion to approve Budget Change Request Number 3, Sheriff’s Office. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED ESTABLISHMENT AND ALLOCATION OF A CHIEF PROBATION OFFICER POSITION, PAY GRADE A14, AND RELATED POSITION FILL REQUEST AND ABOLISHMENT OF THE JUVENILE COURT ADMINISTRATOR POSITION

Commissioner Singleton made a motion to approve Establishment and Allocation of a Chief Probation Officer Position, Pay Grade A14, and Related Position Fill Request and Abolishment of the Juvenile Court Administrator Position. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Chief Probation Officer Job Description, Agenda Pages 13-1 through 13-5, are attached to these Minutes.)

DETENTION FACILITY – APPROVED ESTABLISHMENT AND ALLOCATION OF AN ADMINISTRATIVE SERVICES MANAGER POSITION, PAY GRADE A10, AND RELATED POSITION FILL REQUEST AND ABOLISHMENT OF THE ACCOUNTS MANAGER POSITION

Commissioner Singleton made a motion to approve the Establishment and Allocation of an Administrative Services Manager Position, Pay Grade A10, and Related Position Fill Request and Abolishment of the Accounts Manager Position. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda and Administrative Services Manager Job Description, Agenda Pages 14-1 through 14-7, are attached to these Minutes.)

COMMUNITY COMMISSION – APPROVED POSITION FILL REQUEST (1)

1. Director of Risk Management, Position Number 250109001

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

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

1. Corrections Officer Corporal, Position Number 500425104
2. Detention Facility Assistant Director, Position Number 500438067

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 16-1 and 16-2, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS (2)

1. County Road Equipment Operator I, Position Number 620551018
2. College Intern, Position Number 640075002

Vice Chairman Walker made a motion to approve the Position Fill Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

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

1. Administrative Support Associate, Position Number 550013137

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. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (8)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|----------------------------------|-------------------------------|
| 1. County Commission | Request Number 17, 18 and 19 |
| 2. Revenue Commissioner's Office | Request Number 3 |
| 3. Sheriff's Office | Request Numbers 25, 26 and 27 |
| 4. Community Corrections | Request Number 4 |

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 19-1 through 19 -8, are attached to these Minutes.)

WAIVE RULES

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

REVENUE COMMISSIONER'S OFFICE – APPROVED TO WAIVE A REFUND DUE FROM THE MONTGOMERY COUNTY BOARD OF EDUCATION

Commissioner Harris made a motion to approve to waive a Refund Due from the Montgomery County Board of Education. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Petition for Refund, Agenda Pages 20-1 and 20-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN PRECINCT 501, MONTGOMERY COUNTY COMMISSION DISTRICT FIVE REPRESENTED BY COUNTY COMMISSIONER DOUG SINGLETON

Commissioner Singleton made a motion to adopt the Resolution Approving Relocation of Polling Place in Precinct 501, Montgomery County Commission District Five Represented by County Commissioner Doug Singleton. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 21-1 and 21-2, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED TO HIRE AN INTERIM EXECUTIVE DIRECTOR AT PAY GRADE A13, STEP 7 (\$91,068)

Commissioner Harris made a motion to approve to Hire an Interim Executive Director at Pay Grade A13, Step 7 (\$91,068). The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Letter, Agenda Page 22-1, is attached to these Minutes.)

COMMENTS BY COUNTY ENGINEER AND COMMISSIONERS

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake presented the Larry H. Lemon Award in Construction to Assistant Engineer Kevin Boone and Engineering Technician Robert Lindsey. It was given by the National Asphalt Pavement Association (NAPA) to the ten top-scoring Asphalt paving projects under 50,000 Tons in 2018. The location of the resurfacing project was on Macon County Road and Flowers Road in Montgomery County and the contractor for the project was Wiregrass Construction.

Commissioner Singleton thanked Pastor Shufford and the Mount Zion AME United Methodist Church for hosting the Montgomery County Commission Meeting. He also commented that he and Pastor Shufford attended college together.

Commissioner Sankey said good afternoon to everyone and thanked Pastor Shufford for hosting the meeting, Scoutmaster Kenneth Jones and Troop 224 for leading the Pledge of Allegiance, and the Sidney Lanier High School Choir. He also thanked the Sheriff's Office and his wife, Johnnie Sankey, for helping with the meeting. Commissioner Sankey encouraged everyone to get involved with the African American Cemetery Preservation Project and to attend a conference May 17-18, 2019 at the Drury Inn.

Vice Chairman Walker thanked Pastor Shufford for hosting the meeting.

Chairman Dean thanked everyone for attending the meeting. He said that Mount Zion United Methodist Church is his home church.

Commissioner Harris began by thanking Pastor Shufford for his hospitality and hosting the meeting. He thanked everyone for attending the meeting and said that it was a great idea to have On the Road Meetings. Commissioner Harris said that he hopes one day they will add more dates to the On the Road Meetings Calendar. Commissioner Harris then stated that he would like to formally object to the vote that was taken at the March 25, 2019 meeting on a 20-year tax abatement for a solar project with Backbear Alabama Solar 1, LLC. Commissioner Harris said he had never criticized a vote that the Commission has taken, but this one was blatantly unfair, and he is against the abatement.

Commissioner Sankey announced there are hotdogs outside for everyone.

ADJOURNMENT

Commissioner Singleton made a motion to adjourn the meeting of the Montgomery County Commission on April 8, 2019, at 6:22 p.m. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

AGENDA

APR - 8 2019

4-8-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 3-22-19

Check Number	To	Check Number
285272		285315
Total Checks Paid		\$167,412.29

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

APR - 8 2019

4-8-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 3-22-19

Check Number	To	Check Number
285316		285375
Total Checks Paid		\$260,108.11

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

APR - 8 2019

4-8-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 3-29-19

Check Number	To	Check Number
285376		285427
Total Checks Paid		\$596,187.14

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

APR - 8 2019

4-8-19 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 3-29-19

Check Number	To	Check Number
285428		285505
Total Checks Paid		\$385,627.60

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

APR - 8 2019

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
3/29/19

Payroll Check Number	131934	To	Payroll Check Number	131993	\$	50,640.04
Direct Deposits					\$	941,437.08
Payroll Check Number	131994	To	Payroll Check Number	132000	\$	203,017.28
Direct Deposits					\$	66,000.85
Federal Deposits					\$	318,432.11
Total Payroll Paid					\$	1,579,527.36

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

Resolution

WHEREAS, on Monday, March 18, 2019, Joseph Bradley, a Montgomery County resident and Jefferson Davis High School senior, won Gold for English Equitation at the Special Olympics World Games in Abu Dhabi; and

WHEREAS, while competing in the 2019 Special Olympics World Games, Mr. Bradley also won two bronze medals for English Working Trails and Dressage; and

WHEREAS, there were more than 7,000 athletes at the 2019 World Games from nearly 200 delegations; and

WHEREAS, he won Alabama's Special Olympics in equestrian in May 2018, qualifying him for the international games; and

WHEREAS, Mr. Bradley has been riding horses since 2011 as a member of Therapeutic Recreation Center's (TRC) Equestrian Team; and

WHEREAS, he is paralyzed on the right side of his body and has overcome great diversity; and

WHEREAS, in addition to riding horses, he enjoys bowling, playing board games, singing karaoke and encouraging others to smile; and

WHEREAS, the Commission commends Mr. Bradley for his remarkable achievements and honors him for gracefully representing his school and his community.

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission recognizes and thanks Joseph Bradley for the sacrifices made that are required to perform at the World Level. Furthermore, the Commission congratulates Joseph Bradley on winning Gold for English Equitation at the Special Olympics World Games and does hereby declare Tuesday, April 9, 2019 in Montgomery County, Alabama as

Joseph Bradley Day.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 8th day of April, 2019.

CHAIRMAN ELTON N. DEAN, SR.

VICE CHAIRMAN RONDA M. WALKER

COMMISSIONER DANIEL HARRIS, JR.

COMMISSIONER ISAAH SANKEY

COMMISSIONER DOUG SINGLETON

23-1

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

APR -8 2019

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment to Health Services Agreement with QCHC

During the March 25, 2019 Commission meeting, Sheriff Derrick Cunningham requested an Amendment to the Health Services Agreement with QCHC, Inc., concerning an increase in mental health professionals provided in the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

I am requesting that the Commission approve this Amendment.

DLM/tn

Attachment

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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

1-1

**AMENDMENT TO HEALTH SERVICES AGREEMENT
BETWEEN QCHC, INC. AND MONTGOMERY COUNTY, ALABAMA**

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, (“QCHC”), and MONTGOMERY COUNTY, ALABAMA (“COUNTY”), entered into a three-year HEALTH SERVICES AGREEMENT (the “AGREEMENT”) for the Montgomery County Detention Facility (“JAIL”) on October 1, 2016 expiring on September 30, 2019;

WHEREAS, Section 10.6 of the AGREEMENT states that the AGREEMENT “may be amended or revised only in writing and signed by all parties”;

WHEREAS, the parties desire to increase the amount of mental health services being provided at the JAIL pursuant to the AGREEMENT; and

THEREFORE, the parties hereby mutually agree to amend the terms of the AGREEMENT as follows:

AMENDMENT

- (1) Section 2.1 shall be amended to add Section 2.1(g) Mental Health:

QCHC will provide two (2) full-time mental health professionals (licensed counselor, therapist, social worker, or similarly credentialed and qualified mental health professional) for approximately eighty (80) hours per week (2.0 FTEs).

- (2) Section 7.1 shall be amended to increase the monthly compensation amount due to QCHC from \$160,314.03 to \$174,297.78 for the balance of the term of the agreement. The annual amount to be paid by the COUNTY to QCHC pursuant to this amended agreement will increase from \$1,923,768.36 to \$2,091,573.36.

ALL OTHER TERMS AND CONDITIONS IN THE AGREEMENT SHALL REMAIN THE SAME.

The parties hereby signify their agreement with the above and foregoing by affixing their signatures below:

QCHC, INC.:

BY: JOHNNY EDWARD BATES, MD
TITLE: PRESIDENT & CEO
DATE: _____

**MONTGOMERY
COUNTY, ALABAMA:**

BY: _____
TITLE: _____
DATE: _____

[THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Tammy Nix

From: Christie Estes <christie.estes@qchcweb.net>
Sent: Tuesday, March 19, 2019 4:15 PM
To: Tammy Nix; Donald Mims
Subject: RE: MCDF Inmate Health Services
Attachments: MCDF Proposed Contract Amendment adding 2 FTE MH 3.19.19.pdf; MCDF CPI Increase 2018-2019 Fiscal Year 3.6.19.pdf

Hey Donnie,

I revised the amendment adding the two full-time mental health professionals to make the math a little clearer. I also attached the CPI amendment for ease of reference.

Thanks,



Christie J. Estes, JD CCHP
General Counsel and Director of Compliance
Quality Correctional Healthcare, Inc.
200 Narrows Parkway, Suite A
Birmingham, Alabama 35242
Telephone-(205)-437-1512
Fax-(205) 776-7919
Cell-(205) 413-3844



APR - 8 2019

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

MEMORANDUM

To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director 
Date: 3/18/2019
Re: Tyler Technologies Inc. Financial Software Maintenance Agreement

The term of our current maintenance agreement with New World Systems, now Tyler Technologies Inc. expires on April 30, 2019. The attached proposed support agreement is for a term of one year beginning May 1, 2019. The term will renew automatically for additional one-year terms unless terminated in writing by either party at least ninety days prior to the end of the then-current term. The proposed support agreement has been updated to reflect the new entity, Tyler Technologies Inc., and includes software applications purchased since the original agreement.

The annual maintenance under this agreement is \$125,267.

I request that this proposed support agreement be presented to the County Commission for approval.

Thank you for your consideration and assistance with this matter.



Support Amendment

This Support Amendment is made, as of the date set forth below (the "Effective Date") by and between Tyler Technologies, Inc. with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the client identified below ("Client").

WHEREAS, New World and Client are parties to an original agreement, dated 7/22/2008 ("Agreement") under which Client licensed the New World software itemized therein; and

WHEREAS, Tyler and New World merged effective November 16, 2015, with Tyler as the surviving entity; and

WHEREAS, Tyler and Client desire to update the applicable maintenance and support services terms;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The New World software Client licensed under the Agreement, and on which Client has paid maintenance and support fees through the Effective Date, shall mean the "Tyler Software" for purposes of this Support Amendment.
2. Tyler shall provide maintenance and support services on the Tyler Software according to the terms of Exhibit 1 to this Support Amendment.
3. For the term specified in the applicable invoice, Client shall remit to Tyler maintenance fees in the amount set forth therein. Payment is due within thirty (30) days of the invoice date.
4. This Support Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Support Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Client: Montgomery County Commission, AL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1

Maintenance and Support Agreement

Tyler ("we") will provide Client ("you") with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Support Amendment.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on 5/1/2019, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least ninety (90) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your maintenance and support fees for the initial term for the Tyler Software will be listed in the applicable invoice. Your fees for each subsequent term will be at our then-current rates. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects, as defined in the Agreement, in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone)
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and third party software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with

proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If in the process of diagnosing a software support issue it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain third party products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our established support hours; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is provided Schedule A to Exhibit 1.



**Exhibit 1
Schedule A
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues

(4) Level 4: responsible for the management of support teams for either a single product or a product group. If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

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

APR - 8 2019

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Clinic Share Agreement

During the March 25, 2019 Commission meeting, President Buck Howard and Executive Vice President Michael Howard with Catastrophic Medical Excess, Inc., presented 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.

I am requesting that the Commission approve this Agreement.

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

3-1

CLINIC SHARE AGREEMENT

This Clinic Share Agreement ("Agreement") is entered into by and among The Montgomery County Commission (hereinafter referred to as "County"); The City of Montgomery, Alabama (hereinafter referred to as "City"); Montgomery Water Works and Sanitary Sewer Board (hereinafter referred to as "Board"); and CareHere Management, PLLC., a Tennessee professional limited liability company (hereinafter referred to as "CareHere"), on this ____ day of _____, 2019. Each individually a Party and collectively the Parties.

RECITALS:

The County and CareHere previously entered into the CareHere, LLC Montgomery County, Alabama Agreement, dated January 9, 2008, as amended, ("County Contract") in which CareHere agreed to provide on-site employee health services for the County's employees, retirees, and their dependents at a health center located in a County facility.

Agreement, dated April 21, 2009, as amended, ("City Contract") in which CareHere agreed to provide on-site employee health services for the City's employees, retirees, and their dependents at a health center located in a City facility.

The Board and CareHere previously entered into the CareHere, LLC Montgomery Water Works and Sanitary Sewer Board Agreement, dated April 20, 2010, as amended, ("Board Contract") in which CareHere agreed to provide on-site employee health services for the Board's employees, retirees, and their dependents at a health center located in a Board facility.

All of the Parties agree that all of the duties, rights and responsibilities of the County Contract, City Contract and the Board Contract apply and in the event any of the provisions of this Agreement conflicts with any of the provisions of those certain Contracts, the individual Contract provision will control and not the provisions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purpose.** The Parties have determined that it is appropriate to allow each other to utilize each's individual clinic to receive services provided by CareHere to each other Party's employees, retirees and their dependents under the terms and conditions set forth herein.
2. **Location of Clinics.** The location of the clinics to be used by the participants of the City, the County, and the Board are as follows:
 - A. 300 South Hull Street, Montgomery, Alabama – owned and operated by the County
 - B. 310 South Hull Street, Montgomery, Alabama – owned by the County and operated by the City
 - C. 3845 Interstate Park, Suite 1, Montgomery, Alabama – owned and operated by the Board
3. **Term.** This Agreement takes effect January 1, 2019, and continues until it is terminated by any Party by giving 90 days' written notice to the other Parties or any Party terminates its relationship with CareHere. The Agreement may also be terminated by the mutual agreement of the Parties hereto upon execution of a writing evidencing their intention to terminate said Agreement.
4. **County Duties.** The County shall:

- A. Make its clinic available to the employees, retirees, and their dependents of the other Parties to receive medical and occupational health services provided by CareHere;
- B. Be responsible for all equipment and supplies (including medications) required to perform such services at its clinic;
- C. Be responsible for managing the utilities, property/lease and insurance associated with its clinic, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with its clinic;
- D. Make any required payments to the other Parties as provided under the terms of this Agreement; and
- E. Stay current on its required Monthly Fee to CareHere pursuant to the County Contract.

5. City Duties. The City shall:

- A. Make its clinic available to the employees, retirees, and their dependents of the other Parties to receive medical and occupational health services provided by CareHere;
- B. Be responsible for all equipment and supplies (including medications) required to perform such services at its clinic;
- C. Be responsible for managing the utilities, property/lease and insurance associated with its clinic, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with its clinic;
- D. Make any required payments to the other Parties as provided under the terms of this Agreement; and
- E. Stay current on its required Monthly Fee to CareHere pursuant to the City Contract.

6. Board Duties. The Board shall:

- A. Make its clinic available to the employees, retirees, and their dependents of the other Parties to receive medical and occupational health services provided by CareHere;
- B. Be responsible for all equipment and supplies (including medications) required to perform such services at its clinic;
- C. Be responsible for managing the utilities, property/lease and insurance associated with its clinic, and will be financially responsible for liability, if any, accruing from, incidents occurring at or connected with its clinic;
- D. Make any required payments to the other Parties as provided under the terms of this Agreement; and
- E. Stay current on its required Monthly Fee to CareHere pursuant to the Board Contract.

7. CareHere Duties. CareHere shall:

- A. Keep all protected health information obtained from the Parties separate and confidential; and
- B. Facilitate the resolution of complaints and concerns raised by the Parties related to the clinics to the extent the subject of the complaints and concerns are CareHere's responsibility.
- C. Manage billings for the shared service.
- D. Manage appointments and the process of allocation appointments between the Parties.

8. Payment Obligations. Each Party will be responsible for the specific expenses related to their usage of the clinics operated by another Party. These specific expenses include any labs and any medications used during a visit to a clinic operated by another Party. Shared expenses shall be divided among the Parties based on each Parties monthly utilization of the clinic. Shared expenses include, but are not limited to, provider time (based on all appointments both used and unused), care coordinator time, new equipment, and facilities costs (including rent, maintenance, utilities, etc. which shall be combined into a reasonable monthly fee based on actual expenses and submitted to CareHere no later than the 3rd of the following month). Utilization shall be determined based on each month's used appointments. For example, if one clinic had 100 used appointments during a month and 20 were used by the County, 20 were used by the City, and 60 were used by the Board, the split of the share expenses would be 20%, 20%, and 60%.

Invoices for specific and shared expenses shall go out monthly pursuant to the County's, the City's, and the Board's respective contracts with CareHere.

9. Records. In the event that any records are created as a result of this Agreement, then those records shall belong to the party that created such record. All other records are governed by the individual contracts between CareHere and the other Parties.

10. Cooperation between the Parties. The Parties shall use their best efforts to resolve any disputes that may arise between them under this Agreement.

11. Release of Information. The Parties shall take all reasonable steps to insure that information with respect to the terms of this Agreement or with respect to the business of the Parties acquired by virtue of the Parties under this Agreement shall not be disclosed or used outside of the business of either Party; provided, however, the foregoing restriction shall not apply to information (a) provided to government authorities are required by applicable law or applicable regulation or consented to by the patient; (b) furnished to healthcare providers involved in a particular patient's case; (c) which is or becomes public knowledge through no fault of any Party; or (d) which is otherwise required to be disclosed by applicable law or applicable regulation or pursuant to a court order.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersede all prior understandings, agreements, contracts or arrangements between the Parties, whether oral or written.

13. Amendment. This Agreement may be amended only if done in writing signed by the Parties' authorized representatives.

14. Notices. Except as otherwise provided herein, all notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, by fax, mailed first-class, postage prepaid, or sent by registered or certified mail, return receipt requested, to the Party to receive such notice, request, demand or other communication at such Party's address set forth below, provided that any Party may change its address for notice by giving the other Parties prior written notice of such change. Any notice given pursuant to this Clinic Share Agreement shall be effective (a) if delivered personally, when delivered; (b) if sent by fax 24 hours after sending; and (c) if mailed, three (3) postal service days after date of postmark.

County

Name: Donald E Mims

Address: P.O. Box 1667, Montgomery, AL 36102-1667

Telephone: 334-832-1210

Fax:
E-mail: donaldmims@mc-ala.org

City

Name: Charles D Richardson
Address: 103 North Perry St - Rm 111, Montgomery, AL 36104
Telephone: (334) 625-2427
Fax:
E-mail: crichardson@montgomeryal.gov

Board

Name: Charlene F. Wachs
Address: P.O. Box 1631, Montgomery, AL 36102-1631
Telephone: 334-206-3421
Fax: 334-240-1679
E-mail: cwachs@mwwssb.com

CareHere

Name: Ben Baker
Address: 5141 Virginia Way, Suite 350
Brentwood, TN 37027
Telephone: (615) 376-9623
Fax:
E-mail: bbaker@carehere.com

15. Governing Law and Venue. This Agreement shall be governed by, and interpreted in accordance with the internal laws of the State of Alabama, without giving effect to its conflict of laws provisions.

16. Transferability. No Party may assign or otherwise transfer this Agreement to a third Party without written consent from the other Parties, which may be given or withheld by the other Parties at their sole discretion. Such consent shall not be unreasonably withheld. Any assignment, transfer or delegation in violation of this section shall be void.

17. Conflict. Unless otherwise stated herein, if a conflict arises between a term or condition of this Agreement and the County Contract, the term or condition of the County Contract governs as between the County and CareHere. The terms of the City Contract shall govern in a conflict between a term or condition of this Agreement and the City Contract between CareHere and the City. The terms of the Board Contract shall govern in a conflict between a term or condition of this Agreement and the Board Contract between CareHere and the Board.

18. 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, City of Montgomery, Montgomery Water Works and Sanitary Sewer Board and CareHere, LLC.

(Signatures on following page.)

IN WITNESS WHEREOF, the County, the City, the Board, and CareHere have executed this Agreement as of the date last signed below.

Montgomery County Commission

By: _____ Date: _____
Elton N. Dean Sr.
Chairman

The City of Montgomery

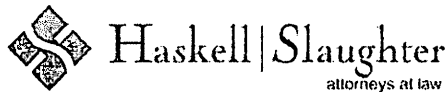
By: _____ Date: _____
Todd Strange
Mayor

Montgomery Water Works and Sanitary Board

By: _____ Date: _____
Richard E. Hanan
Chairman

CAREHERE, LLC

By: _____ Date: _____
Ben Baker
COO



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

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Clinic Share Agreement

I have reviewed your memorandum of March 19, 2019. I have also reviewed the Clinic Share Agreement ("Agreement") between Montgomery County Commission; The City of Montgomery, Alabama; Montgomery Water Works and Sanitary Sewer Board and CareHere, LLC.

The Agreement is acceptable as long as there is the County's standard Dispute Resolution clause contained therein.

"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 CareHere, LLC"

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

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

APR - 8 2019

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: First Amendment to the Health Center Share Agreement

During the March 25, 2019 Commission meeting, 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.

I am requesting that the Commission approve this Amendment.

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

**FIRST AMENDMENT TO THE
HEALTH CENTER SHARE AGREEMENT BETWEEN
ALLIANCE INSURANCE GROUP, LLC, CAREHERE, LLC, AND THE MONTGOMERY
COUNTY COMMISSION**

This First Amendment is entered into as of the ____ day of _____, 2019 (the "Amendment") by and between **Alliance Insurance Group, LLC** ("Alliance"), **CareHere, LLC** ("CareHere") and the **Montgomery County Commission** ("Montgomery County"), collectively the "Parties", and each, a "Party".

WHEREAS, the Parties entered into the Health Center Share Agreement on February 21, 2017 (the "Existing Agreement"); and

WHEREAS, pursuant to Section VII.A. of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement signed by each Party.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - (a) Section III. shall be amended as set forth below with new language appearing in underline and deleted language appearing in ~~strike through~~:
 - A. Payment to CareHere for services will be made pursuant to the Montgomery County agreement with CareHere. All pass through cost for labs and dispensed medications will be based on the utilization of the clinic services by the participating public agencies.
 - B. Montgomery County shall also be responsible for payment of ~~forty-three dollars (\$43.00)~~ fifteen dollars (\$15.00) per visit invoiced by CareHere. Such fee shall be invoiced by and payable to CareHere.
 - C. Montgomery County shall also be responsible to pay for the staffing costs during those hours (currently four (4) hours each Thursday) Montgomery County has access to the health center.
3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "Effective Date"). Except as expressly provided in this Amendment,

all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

4. Miscellaneous.

- (a) This Amendment shall be governed by, and interpreted in accordance with, the laws of the State of Alabama, without giving effect to its conflict of laws provisions.
- (b) This Amendment is binding upon the parties, their successors and assigns.
- (c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
- (d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
- (e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

ALLIANCE INSURANCE GROUP

By: _____
Name: _____
Title: _____
Address: _____

MONTGOMERY COUNTY COMMISSION

By: _____
Name: _____
Title: _____
Address: _____

CAREHERE, LLC

By: _____
Name: Ben Baker
Title: Chief Operating Officer
Address: 5141 Virginia Way
Suite 350
Brentwood, TN 37027

AGENDA

APR - 8 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *in/LS*

DATE: March 8, 2019

RE: Contract No. 52603-18B-012
Corrections Staff Uniforms

I request that the attached Amendment No. 1 to Cintas Corporation contract for Corrections Staff Uniforms be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning May 7, 2019 and ending on May 6, 2020.

Cintas Corporation chooses not to increase pricing during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Beverly Wise, Juvenile Court Administrator and Brandi Alexander, Juvenile Director of Detention.

Attachment

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

Amendment
To
Contract # 52603-18B-012

Amendment No. 1

Contract for corrections staff uniforms, is hereby extended for one (1) year beginning May 7, 2019 and ending May 6, 2020.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

CINTAS CORPORATION

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



**BlueCross BlueShield
of Alabama**

AGENDA

APR - 8 2019

**MONTGOMERY CO. COMMISSION
FEB 13 '19 AM 8:39**

January 25, 2019

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104-4268

Re: Group Number(s) 97913 and 37913
Effective Date of Change: 01/01/2019

Dear Mr. Mims:

Thank you for making Blue Cross and Blue Shield of Alabama your choice for plan benefits for your employees and their dependents.

Enclosed please find an insert for your benefit booklet that includes RENEWAL/REQUESTED changes. Upon finalization this insert should be added to your benefit booklet dated January 1, 2019.

We remind you that you are the "plan administrator" and "plan sponsor" under ERISA or other applicable law, and/or the terms of your plan. Among other things, this imposes upon your group the sole legal responsibility to (i) prepare the benefit booklet, (ii) determine whether the benefit booklet distributed to plan participants satisfies ERISA's definition of Summary Plan Description (SPD) or other applicable legal requirements, (iii) ascertain that the booklet accurately and fully describes the benefits that you intend for us to provide or administer, and (iv), distribute the booklet in a timely fashion and appropriate manner to plan participants. Nothing in our agreements with you and no actions taken by us are intended to delegate any of these responsibilities under the plan or applicable law to us.

Pending finalization of your insert (that is, a written direction from you to us telling us to publish the insert for you as written), we will administer the terms and benefits of your plan in accordance with the group enrollment agreement or application, the Administrative Services Agreement (ASA) or Financial Contract, the most recently approved benefit booklet and the enclosed draft insert, which we will treat as operative (by "operative," we mean that the insert and the booklet it amends will serve as the primary but not the sole instrument upon which we will base our administration of the plan, without regard to whether the insert is ever finalized or distributed to the plan's participants). If there is any conflict between any of the foregoing documents, we will resolve that conflict in a manner that best effectuates the intent of your group and us.

You should carefully review the insert. If the insert meets your approval, please sign this letter and either mail it to me in the enclosed envelope, or fax it to my attention at (205) 220-0397. If you have suggested changes to the document, please make them on the draft copy and mail or fax to me.

450 Riverchase Parkway East PO Box 995 Birmingham, AL 35298-0001

An Independent Licensee of the Blue Cross and Blue Shield Association

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Mr. Mims
(97913/001)
January 25, 2019
Page 2

Please call me at (205) 220-7049, or email me at Ashley.Mims@BCBSAL.ORG if you have any questions or concerns.

Sincerely,



Ashley Mims
Benefit Analyst
Benefits and Group Accounts

Enclosure

cc: Brent W. Cherry

FOR GROUP'S USE

☐ I have reviewed the enclosed insert, and wish to distribute it as written to the plan's participants in accordance with ERISA or other applicable law. I do not need you to print any additional copies of this insert at this time. I understand that, as a courtesy, you will publish copies of this insert on your website at www.AlabamaBlue.com where they can be accessed by me and the plan's participants.

☐ I have reviewed the enclosed insert, and wish to distribute them as written to the plan's participants. I instruct Blue Cross to print the insert as written and ship ____ [number of copies] printed copies to my group, in care of my attention.

By: _____

Title: _____

Date: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

APR - 8 2019

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request from the Appraisal Department for a Credit Card

During the March 25, 2019 Commission meeting, Chief Appraiser Clay Henley requested for a 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. The Examiners of Public Accounts have advised that the credit card will have to be issued to a specific individual who would be personally accountable for all charges.

I am requesting approval for the issuance of one credit card to Chief Appraiser Clay Henley. The card is to be limited to purchasing airline tickets, lodging, and registration. The credit card is not to be used for purchases of gas, meals, room service charges, or movie rentals, etc. Any other charges would require pre-approval by the County Commission. In addition, if any charges are made that are improper, then the party to whom the credit card was issued shall have to promptly repay the Montgomery County Commission that amount plus any and all costs related to collecting same. The holder of a credit card would immediately relinquish their card if it was determined that the credit card was misused or improprieties were noted. It is imperative for credit card statements to be processed and paid timely in that the County Commission does not pay finance charges or late fees.

Attached is a Travel/Expenses Reimbursement Form which is to be completed and submitted to Purchasing with each travel reimbursement request in which a credit card was utilized.

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

7-1

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



March 21, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Clay Henley *CH*
Chief Appraiser *3/19/19*

SUBJECT: Request for County Credit Card for Appraisal Department

I am writing this memo requesting that a credit card be issued to me to be used by my department for travel and training expenses.

I understand that it is not to be used for purchases of gas, meals, room service charges, or movie rentals, etc. Any other charges would require pre-approval by the County Commission. In addition, if any charges are made that are improper, I will repay the Montgomery County Commission that amount. As holder of the credit card I would relinquish the card if it was determined that it was misused or improprieties were noted. I understand that it is imperative for credit card statements to be processed and paid timely in that the County Commission does not pay finance charges or late fees.

/tn

Attachments

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

7-2



TRAVEL/EXPENSES REIMBURSEMENT FORM

Purpose of Trip: _____

Date	TO/FROM	Air	Breakfast	Lunch	Dinner	Registration	Total
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
							\$ 0.00
	TOTAL						\$ 0.00

[illegible]

Total Personal Credit Card / Cash Expenses / Reimbursable Amount (See Attached Receipts)

I hereby certify that the above are true and actual expenses, and the balance of \$_____ is due me.

Date of Approval by Montgomery County Commission:

APR - 8 2019

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APR - 8 2019

Small 2. Mms 4/8/19
Date

[illegible]

Donald 2. Mann	4/8/19
Administrator	Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 4**AGENDA****APR - 8 2019**DEPARTMENT: Engineering REQUESTED BY: George Speake 04/2/19
Elected Official/Dept. Head DateFINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/2/19
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	111-53600.212	3,350	3,000	6,350
Fuels and Lubricants	111-53400.212	183,770	(3,000)	180,770
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 187,120	\$ 0	\$ 187,120

JUSTIFICATION: To realign budget for Fuels and Lubricants.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

APR - 8 2019

Request Number: 5

DEPARTMENT: Engineering REQUESTED BY: George Speake 04/2/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 4/2/19
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	111-53199.212	45,503	(15,000)	30,503
Repair & Maint. Const. Equip	111-53700-232	15,000	15,000	30,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 60,503	\$ 0	\$ 60,503

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

APR - 8 2019

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: Sheriff's Office REQUESTED BY: D. Cunningham 03/25/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: S. Thomas 3/27/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Vehicle Repair/Main Supplies	001-51990.217	114,028	(2,940)	111,088
Dumpster Service	001-51990.248	0	1,000	1,000
Fire / Burglary Alarm	001-51990.304	0	940	940
Repair & Maint., Bldgs.	001-51990.231	2,400	1,000	3,400
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 116,428	\$ 0	\$ 116,428

JUSTIFICATION: Realign the Fleet Maintenance Shop budget for alarm and dumpster service and additional maintenance expense.

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

APR - 8 2019

April 4, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Chief Probation Officer Position for Youth Facility

During the March 25, 2019 Commission meeting, Presiding Circuit Judge Johnny Hardwick requested authorization of a job description for Chief Probation Officer for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

I am requesting that the Commission approve the establishment and allocation a Chief Probation Officer position and related Position Fill Request and abolish the Juvenile Court Administrator position.

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

CHIEF PROBATION OFFICER

0???
3/22/19

FLSA: Exempt
Pay Grade: A14

NATURE OF WORK: This is management and supervisory work in the administration of the Montgomery County Juvenile Court. Major duties include the supervision of mid-level supervisors, preparing and administering the operating budgets of the Juvenile Court, serving as a liaison between the Court and the community, and developing policies, procedures and programs to carry out the functions and mission of the Juvenile Court. The Chief Probation Officer is an unclassified position appointed by the Presiding Juvenile Court Judge, with the advice and consent of the Presiding Circuit Judge for the Montgomery County Circuit Court.

WR1. Serves as a liaison between the Juvenile Court and the community under the supervision of the Presiding Juvenile Court Judge to include presenting requests to the County Commission for the needs of the Juvenile Court, delivering speeches, counseling parents and children, and advising judges on special needs cases using case files, computers, and telephones, following internal department guidelines and verbal or written instructions in order to ensure that the Juvenile Court is run efficiently and to maintain a good working relationship with citizens, law enforcement and other agencies, community organizations, and the school system.

WR2. Prepares the annual operating budget (multi-million) for the Juvenile Court and its programs and services, and presents them to the County Commission using computers and budget forms, following Montgomery County Policies and Procedures Manual, State regulations and professional guidelines in order to secure adequate funding to carry out the mission and functions of the Juvenile Court.

WR3. Supervises court staff including Juvenile Probation Supervisors and staff using computers and personnel action forms following Montgomery County Policies and Procedures, Montgomery City-County Personnel Rules and Regulations, and applicable local, state and federal laws and court orders in order to ensure the safe and efficient operation of the Juvenile Court and the effective performance of the staff. Ensure mandatory training to meet required Administrative Office of Courts Certification for Probation staff.

WR4. Solves problems involving Juvenile Court employees or clients through meetings, conferences and correspondence using telephones and personal computers following the Juvenile Code of Alabama/Rules of Juvenile Procedure and County Commission Policies and Procedures in order to bring resolution to situations.

WR5. Plans, coordinates and implements special projects, programs and procedures for the Juvenile Court to include the automation of case files, re-organization of court dockets, development and organization of short and long range projects for the Juvenile Court using computer programs and print-outs following instructions of the Presiding Juvenile Court Judge in order to modernize and streamline the Court and respond to changes in laws, guidelines or community needs.

WR6. Plans and coordinates with the General Services Director for expansion, maintenance and upkeep of the juvenile court facilities.

WR7. Plans and coordinates with the Detention Director for supervision and treatment of juveniles.

WR8. Coordinates with the Presiding Juvenile Court Judge and the Circuit Clerk for the management and supervision of the juvenile court clerks employed by Montgomery County.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of the Juvenile Justice System to include charges, offenses, laws, court cases, other agencies' functions and professional standards and guidelines for delinquent and non-delinquent children as needed to ensure that procedures and services provided are in compliance with state and federal laws.

Knowledge of the operation of the Montgomery County Juvenile Court to include policies and procedures involving the intake, diagnosis, treatment and detention of juveniles as needed to monitor and evaluate the flow of cases through the court, supervise employees and provide information to clients and the public.

Knowledge of Montgomery City-County Personnel Rules and Regulations and the Montgomery County Policies and Procedures Manual, to include procedures for filling vacancies in the merit system, procedures and forms for disciplinary action, probationary periods, requirements for overtime compensation, procedures for filing and processing Worker's Compensation claims, provisions of the Family and Medical Leave Act, basic County retirement and insurance benefits, maintenance of personnel files and the proper procedures for requesting annual, sick or compensatory leave as needed to hire, supervise and counsel employees.

Knowledge of progressive discipline procedures found in Montgomery City-County Rules and Regulations to include discipline steps, necessary documentation, employee rights and notification procedures as needed to supervise staff and ensure compliance with established policies and procedures.

Knowledge of case management to include research of latest evidence-based techniques and procedures, case file management both computerized and manual and needed to maintain current information in files and maintain proper use of file space.

Knowledge of budget preparation and administration methods to include researching funding sources, gathering materials and information, estimating costs of supplies, equipment and personnel, prioritizing needs and requesting budget amendments as needed to provide adequate supplies and equipment for the safe and efficient operation of the Juvenile Court.

Knowledge of Montgomery County purchasing procedures to include knowledge of state bid laws, the procedures for processing requisitions and purchase orders as needed to obtain supplies and equipment for use by the Juvenile Court.

Skill in oral communication to include the use of proper grammar, clarity and conciseness and using vocabulary appropriate to the audience as needed to explain complex legal and technical information affecting the Juvenile Court to employees and the public as needed to resolve conflicts, obtain and relay information and respond to inquiries from judges, and give speeches to civic groups, professional organizations and agencies.

Skill in written communication to include the use of standard English grammar, correct spelling, punctuation, paragraph and sentence structure, the clear and logical ordering of ideas and

information, and the use of vocabulary and style appropriate to the reader as needed to compose or edit correspondence, proposals, technical or legal reports, policies and procedures and administrative documents.

Ability to operate personal computer or computer terminal to include keyboard layout, how to bring up computers, how to clear and move between screens, passwords, menus, deleting information, and function keys as needed to enter and access information.

Ability to plan and organize work to include projecting costs, prioritizing, understanding and applying long range goals of Juvenile Court, scheduling, and breaking activities/projects down into separate and distinct elements as needed to determine time and resources for projects and ensure that long and short-range goals are met.

Ability to read and interpret policies, procedures, regulations, guidelines, laws and court orders as needed to determine the correct action to take based on a given set of facts or circumstances, answer questions from employees, other agencies or the public, and make changes to existing procedures in order to comply with new laws and regulations.

Ability to supervise staff to include fairness, impartiality, firmness, providing instructions and standards for performance, performance counseling, providing progressive discipline, identifying needs for staff development and sharing appropriate information as needed to ensure that work is being performed correctly and in a timely manner.

Ability to gather information and facts, analyze information with staff's input as needed to make decisions regarding Juvenile Court policies and procedures, operations and long-range plans.

Ability to establish and maintain effective working relationships with County Commissioners, City Council, County Administrator, Juvenile Court judges, Detention Director, supervisors, law enforcement agencies, other juvenile courts and facilities throughout the State of Alabama and the public to include establishing professional rapport, maintaining a positive image, and being courteous, tactful, firm, and persuasive as needed to supervise employees, interact with judges, other professional agencies, gather and provide information, resolve conflicts, respond to inquiries and complaints.

Ability to exercise good judgement and discretion when making decisions, applying and interpreting juvenile laws, code and regulations as needed to provide information to judges, staff and the public, handle disciplinary matters, and respond to complaints.

MINIMUM QUALIFICATIONS: Master's Degree in Criminal Justice, Psychology or related field and eight (8) years of progressively responsible experience in juvenile court administration. Required experience must include five (5) years of supervisory/management experience to include managing a comparable budget. Must have and maintain certification as a Juvenile Probation Officer in the State of Alabama or be able to obtain certification within one (1) year of employment.

APPROVALS:	
Presiding Judge	Date



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

APR - 8 2019

KEVIN J. MURPHY

CHIEF DEPUTY

COLONEL WANDA J. ROBINSON

DIRECTOR OF DETENTION

March 20, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Request for New Classification
Administrative Services Manager

Please find attached a Memorandum from Sr. Personnel Analyst, Cami Hacker, as well as a job description regarding a request for a new classification in our Detention Facility that will replace the Accounts Manager position. The Accounts Manager position has been open for five (5) years as no one is willing to accept the position at the rate of pay for the said position. I have been working with City-County Personnel to reclassify the position which will in turn replace the Accounts Manager position while incorporating other positions, duties, etc., thereby, increasing the rate of pay to a A10 classification.

Please place this on the next agenda so we can get this matter rectified as soon as possible.

DC/crv

cc: Ms. Florence Cauthen, Deputy County Administrator

encls.

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

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

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MEMORANDUM

TO: Derrick Cunningham, Sheriff
FROM: Cami Hacker, Sr. Personnel Analyst
DATE: March 19, 2019
RE: Request for New Classification—Administrative Services Manager

At your request, we have worked with you to develop a new classification for the Sheriff's Office. In your original request, you asked that a position be established to oversee all aspects of the administrative services needed to provide financial and human resources support to the Sheriff's Office as a whole. The position would replace the Detention Facility Accounts Manager classification used by the Detention Facility and would be responsible for preparing and assisting in the preparation of the Sheriff's Office operating budget; managing the purchase of equipment and supplies and the procurement of services; managing the processing of personnel transactions; managing the preparation, processing, and balancing of payroll; supervising two or more permanent employees; and other related duties.

After reviewing your request, classifications in city-county government were reviewed to determine if an existing position was available. We found that the Administrative Officer II used by the City of Montgomery was not a perfect, yet the most similar, match. Using the Detention Facility Accounts Manager, Purchasing Manager, and Administrative Officer II job descriptions, job descriptions for similar positions in other jurisdictions, and your input, a job description was developed.

The job description was used to evaluate pay and the most appropriate pay grade for the new classification was determined to be A10. This is also the pay grade assigned to the Purchasing Manager position at the County and the Administrative Officer II classification assigned to the City.

Therefore, our office is recommending the adoption of the new classification—Administrative Services Manager—for the County's pay plan at pay grade A10.

Request for New Classification—Administrative Services Manager
Page 2

Please review and sign the attached job description. With the signed job description and County Commission approval, we can present the request to the Personnel Board for final approval to the County's pay plan. Once the Personnel Board has approved the new position, we can open the job for application.

We will also be requesting that the Personnel Board abolish the Detention Facility Accounts Manager classification since it is being replaced by this new classification.

If you have any questions or need any further information, please let us know.

ADMINISTRATIVE SERVICES MANAGER

FLSA: Exempt
Pay Grade: A10

CO0449
3.19.19

NATURE OF WORK:

The Administrative Services Manager directs the fiscal and human resources of the Sheriff's Office which includes all Sheriff's Office divisions and the Detention Facility. Major responsibilities for the Sheriff's Office include preparing and assisting in the preparation of the operating budget; managing the purchase of equipment and supplies and the procurement of services; managing the processing of personnel transactions; managing the preparation, processing, and balancing of payroll; processing and maintaining inmate/canteen accounts; supervising two or more permanent employees; and performing related duties. The employee reports directly to the Sheriff.

WORK RESPONSIBILITIES: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned.

Manages and assists in the preparation of the Sheriff's Office operating budget using financial data and records, spreadsheet software, calculator and other general office equipment following County and auditor financial guidelines in order to comply with budget objectives and to provide accurate accounting of funds expended.

Manages the purchase of equipment and supplies and the procurement of services for the Sheriff's Office using bids, contracts, and purchase orders following city, state and federal laws and regulations in order to obtain the highest quality merchandise at the lowest possible price.

Manages the processing of personnel transactions for the Sheriff's Office using the computer, personnel transaction forms, and other general office equipment following Montgomery City-County Personnel Board Rules, state and federal personnel laws, and city and departmental policies and procedures in order to ensure that employees are working within established guidelines.

Manages the preparation, processing, and balancing of payroll using the computer, computer records, leave and time records, calculator and other general office equipment following federal and state labor laws and city and departmental policies and procedures in order to ensure that payroll is accurate and timely and that employees are compensated with applicable laws.

Processes and maintains inmate/canteen accounts using computer, reports, order forms, and sales summaries following department policies and procedures and vendor guidelines in order to ensure that inmate accounts balance and that proper charges and deposits are applied.

Supervises two or more permanent employees using sign in/out sheets, leave register, and a calculator following Montgomery City-County Personnel Rules and Regulations, County

guidelines, and Sheriff's Office policies and procedures in order to ensure that the workload is fairly distributed, ensure that adequate staff levels are maintained, monitor performance and communicate information to the staff.

Performs related duties such as reviewing paperwork, preparing correspondence and reports, maintaining appropriate documentation and digital records, assisting auditors, and overseeing and guiding employees in the department who are implementing administrative services such as purchasing and inmate/canteen accounts in order to provide and obtain information, ensure smooth operations, and ensure documentation is available to support decisions made.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of accepted professional methods and procedures for purchasing techniques, to include soliciting information, processing requisitions and purchase orders as needed to ensure that work performed by staff complies with County Policies and Procedures and conforms to State of Alabama Bid laws.

Knowledge of budgetary process to include identifying funding sources, projecting and tracking expenditures as needed to implement program(s), relate program plans to budgetary needs, and contain costs.

Knowledge of computer software applications such as spreadsheet, word processing, databases, etc. as needed to access, save, retrieve and organize information at an advanced level.

Knowledge of inventory control procedures, to include establishing stock levels, and locating missing items as needed to supervise personnel performing inventory tasks.

Knowledge of local, state and federal laws, rules and regulations pertaining to employment to include procedures for reporting workman's compensation, overtime, compensatory time, sick and annual leave, disciplinary procedures, drug policy, Family Medical Leave Act, and ADA as needed to supervise, counsel and inform employees.

Knowledge of Montgomery City-County Personnel Board Rules as needed to accurately calculate and report employee time and employment transactions.

Knowledge of payroll procedures and practices to include the procedures for processing temporary and permanent employees, part-time and full time employees, exempt and non-exempt employees, and weekly and bi-weekly employees.

Knowledge of the policies and procedures for the Montgomery County Sheriff's Office and the Montgomery Detention Facility as needed to meet the requirements and standards established for the Sheriff's Office.

Knowledge of the principles and procedures of financial record keeping that includes balancing accounts and tracing errors in financial transactions.

Ability to analyze problems to include reviewing all relevant information, identifying related items and issues, tracking events in time, interpreting data, and securing additional information.

Ability to communicate in writing to include writing with clarity, organizing ideas, using appropriate writing style, tailoring writing to the audience, and using correct spelling, grammar, and punctuation.

Ability to communicate orally to include making clear and understandable oral presentations, speaking clearly, tailoring communication to the audience, organizing ideas in a clear, logical flow, maintaining eye contact, and listening.

Ability to conduct research by gathering information from various sources such as hard copy files, computer files, and interviews as needed to determine purchasing needs of the facility and locate errors in inmate accounts.

Ability to consider the relative costs and benefits of potential actions and to choose the most appropriate one.

Ability to establish and maintain effective working relationships with supervisors, department office employees or other agencies to include tact, courtesy, and diplomacy as needed to provide and request information.

Ability to exercise sound judgment and discretion based on accepted practices when making decisions, applying and interpreting division and County policies and procedures as needed to handle disciplinary matters and establish division policies and procedures.

Ability to handle multiple tasks simultaneously to include being interrupted and returning to work immediately as needed to answer vendor questions, respond to employee problems and handle complaints.

Ability to interpret complex information and data such as spreadsheet computations, charts, and graphs as needed to aid in interpreting payroll data.

Ability to maintain and ensure the confidentiality of sensitive files and information.

Ability to manage time and projects for self and others.

Ability to plan and organize work to include projecting costs, prioritizing, understanding and apply long-range goals of division, scheduling and breaking activities/projects down into separate and distinct elements as needed to determine time and resources for projects and ensure that long and short range goals are met.

Ability to read and comprehend various documents such as contracts, departmental policies and procedures and specification manuals as needed to perform work tasks.

Ability to solve problems using a balance of technical competence and creativity to include defining the problem, collecting data, distinguishing between relevant and irrelevant data, making inferences, and using logic and intuition to arrive at decisions or solutions.

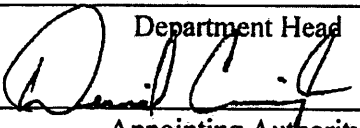
Ability to supervise the work of subordinates to include setting and enforcing performance standards, evaluating work performance, providing guidance in a fair and impartial manner as needed to ensure that work is performed professionally, correctly and in a timely manner.

Ability to trace mathematical errors in records as needed to locate and correct discrepancies in financial records.

ADMINISTRATIVE SERVICES MANAGER

PAGE 4 OF 4

MINIMUM QUALIFICATIONS: Bachelor's degree in business administration, public administration, or a closely related field and four years of experience and responsibility for direction, control, and decision making in financial areas such as budgeting, payroll, purchasing, and related administrative services. The preferred candidate will have oversight experience for complex and diverse financial areas.

APPROVALS:	
_____ Supervisor	_____ Date
_____ Division Head	_____ Date
_____ Department Head	_____ Date
 Appointing Authority	<u>3/19/19</u> Date

Z:\JOB INFORMATION\DESCRIPTIONS\county\0449 Admin Services Manager Mar 19.doc

APR - 8 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: County Commission / Risk Management
 DEPARTMENT HEAD: Donald L. Mims, Administrator
 SUPERVISOR: Donald L. Mims, Administrator

POSITION INFORMATION:

Position Title Director of Risk Management
 Position Number 250109001
 Pay Grade A-13 Pay Range \$75,153 - \$112,286
 Proposed Effective Date May 6, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Donald L. Mims

Department Head

Date 04/02/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/02/2019

Sherrill Thomas

Finance Director

Date 04/02/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

APR - 8 2019

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 Corporal
 Position Number 500425104(Replace S. Smith)
 Pay Grade PC2 Pay Range \$35,097-\$520,440
 Proposed Effective Date April 22, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 04/01/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 04/01/2019

Sherrill Thomas

Finance Director

Date 04/02/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

16-1

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 Detention Facility Assistant Director
 Position Number 500438067(Replace S Pritchett)
 Pay Grade PC6 Pay Range \$62,631-\$93,578
 Proposed Effective Date April 22, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 03/27/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 03/27/2019

Sherrill Thomas

Finance Director

Date 3/29/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

APR - 8 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering D2
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Ron Betts

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 620551018 - Replacing J. Cantrell
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date April 22, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake Date 04/02/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 04/02/2019
 Employee Benefit Manager

Sherrill Thomas Date 04/03/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- UNBUDGETED

AGENDA

APR - 8 2019

DEPARTMENT: Engineering
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Kevin Boone

POSITION INFORMATION:

Position Title College Intern
 Position Number 640075002
 Pay Grade N/A Pay Range \$7.65 hour
 Proposed Effective Date June 3, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☐) Permanent (☒) Temporary

JUSTIFICATION:

The Engineering Department would like to use a college student as an intern for the Summer semester. The student will work approximately 40 hours per week for 12 weeks.

George Speake
 Department Head

Date March 18, 2019

FINANCIAL IMPACT:

The estimated cost of the intern position is \$4,000. The current Engineering budget has funds to cover the cost.

Sherrill Thomas
 Finance Director

Date 3/18/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

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 Administrative Support Associate
 Position Number 550013137 (Replace A Hancock)
 Pay Grade A03 Pay Range \$25,630-\$38,294
 Proposed Effective Date April 22, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date March 21, 2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 03/21/2019
 Employee Benefit Manager

Sherrill Thomas Date 3/22/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 17

AGENDA

APR - 8 2019

Date: March 25, 2019
To: Donald L. Mims, Administrator
From: Isaiah Sankey
Re: Approval for the following travel:

Destination: Detroit, Michigan
Departure Date: May 1, 2019 Return Date: May 4, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the 2019 NOBCO Economic Development Conference
(National Organization of Black County Officials)

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

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

Total (est.) Cost: 1833.15 Advance Registration Required: \$250.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration-\$250.00 Lodging-\$843.00 Meals-\$300.00 Flight-\$440.15

To: Isaiah Sankey
From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of 1833.15 and advance registration of 250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$20,119.23</u>
Budget Available:	<u>\$4,880.77</u>
Current Requests:	<u>\$1,833.15</u>
Budget Balance:	<u>\$3,047.62</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 3/27/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 18

AGENDA

APR - 8 2019

Date: March 29, 2019
To: Donald L. Mims, Administrator
From: Ronda Walker
Re: Approval for the following travel:

Destination: New York City
Departure Date: April 16, 2019 Return Date: April 18, 2019
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the Hyundai Auto Show

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: 756.00 Advance Registration Required: 0.0

Department Name: County Commission Fund Name: General

Additional Comments: _____
Flight- \$756.00
Other cost paid by the Chamber of Commerce

To: Ronda Walker
From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of 756.00 and advance registration of 0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$20,119.23</u>	
Budget Available:	<u>\$4,880.77</u>	
Current Requests:	<u>\$2,589.15</u>	
Budget Balance:	<u>\$2,291.62</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/1/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 19

AGENDA

APR - 8 2019

Date: April 4, 2019
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: Orange Beach, Alabama
Departure Date: August 13, 2019 Return Date: August 16, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend the 2019 GFOAA Summer Conference & Training Program & Board Meeting

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

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

Total (est.) Cost: \$1,388.68 Advance Registration Required: \$295.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration- \$295.00 Hotel- \$664.00 Mileage- \$229.68 Meals- \$200.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,388.68 and advance registration of \$295.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$20,119.23</u>
Budget Available:	<u>\$4,880.77</u>
Current Requests:	<u>\$3,977.83</u>
Budget Balance:	<u>\$902.94</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/4/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

APR - 8 2019

Date: 03/28/2019
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Approval for the following travel:

Destination: LEADERSHIP MONTGOMERY
Departure Date: March 2, 2019 Return Date: November 5, 2019

Conference Leave (Days / Hours): MONTHLY (1ST TUESDAY)

Purpose of Travel: TO ATTEND LEADERSHIP MONTGOMERY CLASS SESSIONS AND RETREATS.
MARCH 2-NOVEMBER 5 (EVERY TUESDAY AND RETREAT DAYS ON APRIL
25&26TH)

Traveler (s) Name: 1. SHUNDRA BROWN 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,675.00 Advance Registration Required: _____

Department Name: REVENUE Fund Name: General

Additional Comments: THE CLASSES ARE HELD EVERY FIRST TUESDAY OF THE MONTH.

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of 1675.00 and advance registration of 0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51500.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,000.00</u>	
Approved Requests:	<u>\$600.00</u>	
Budget Available:	<u>\$5,400.00</u>	
Current Requests:	<u>\$1,675.00</u>	
Budget Balance:	<u>\$3,725.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/1/2019

cc: Finance Director / Buyer

19-4

Montgomery County Commission
Travel / Training Request Approval
Request # 26

AGENDA

APR - 8 2019

Date: March 25, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Glynco, GA
Departure Date: June 10, 2019 Return Date: June 14, 2019
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend Active Shooter Course

Traveler (s) Name: 1. Josh Henry 4. _____
2. Brian Fullard 5. _____
3. _____ 6. _____

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

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

Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$19,640.00</u>	
Budget Available:	<u>\$20,360.00</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$19,860.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/27/2019

cc: Finance Director / Buyer

19-5

Montgomery County Commission
Travel / Training Request Approval
Request # 27

AGENDA

APR - 8 2019

Date: March 26, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Guntersville, AL
Departure Date: 05.31.2019 Return Date: 06.01.2019
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend AL District Exchange Clubs Annual Convention

Traveler (s) Name: 1. Sheriff Cunningham 4. _____
2. Lisa Crenshaw 5. _____
3. Gayle Atchison 6. _____

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

Total (est.) Cost: \$800.00 Advance Registration Required: \$195.00
Department Name: Montgomery County Sheriff's Office Fund Name: 001-52110.265
Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of 800.00 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$19,640.00</u>
Budget Available:	<u>\$20,360.00</u>
Current Requests:	<u>\$1,300.00</u>
Budget Balance:	<u>\$19,060.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 3/27/2019
cc: Finance Director / Buyer

19-6

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA

APR - 8 2019

Date: April 2, 2019
To: Donald L. Mims, Administrator
From: ReBecca Johnson-Asst. Director
Re: Approval for the following travel:

Destination: 7400 East Drive Montgomery, AL 36117
Departure Date: April 9, 2019 Return Date: April 9, 2019
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend the Joint Human Trafficking Training for Northern, Middle, and Southern Districts of Alabama

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: \$0.00 Advance Registration Required: \$0.00

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. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,900.00</u>	
Approved Requests:	<u>\$4,055.00</u>	
Budget Available:	<u>\$5,845.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$5,845.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/2/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 25

AGENDA

APR - 8 2019

Date: March 25, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Las Vegas, Nevada
Departure Date: July 11, 2019 Return Date: July 16, 2019
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend NACO Conference

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

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: 515.00

Department Name: Montgomery County Sheriff's Office Fund Name: 125-55701.265

Additional Comments: _____
*****100% reimbursement through DOJ Grant*****

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 4/8/19 reimbursement of actual and necessary expenses in the
approximate amount of 3,000.00 and advance registration of 515.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>125-55701.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$38,964.00</u>
Approved Requests:	<u>\$2,475.00</u>
Budget Available:	<u>\$36,489.00</u>
Current Requests:	<u>\$3,000.00</u>
Budget Balance:	<u>\$33,489.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/27/2019

cc: Finance Director / Buyer

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



AGENDA

APR - 8 2019

April 4, 2019

MEMORANDUM

TO: Elton Dean, Chairman
Rhonda Walker, Vice Chair
Dan Harris
Isaiah Sankey
Doug Singleton

FROM: Janet Y. Buskey
Revenue Commissioner

SUBJECT: Waive Rules - Montgomery County School Board Petition for Refund

The Examiners of Public Accounts have completed the audit of the Montgomery County Revenue Commissioner's office today, April 4, 2019, for the period of July 23, 2014 through August 2, 2018. The audit results reflected that the Montgomery County Commission is due a refund in the amount of \$42,986.71. This refund is due to a commissions rate error for the 2014 tax collection year, which has since been corrected. The Montgomery County School Board was not charged enough for commissions due to the Montgomery County Commission for ad valorem taxes collected.

Theresa Dekle, the audit manager, stated that her supervisor suggested that due to the dire financial situation the Montgomery County School Board is facing, we should appeal to the County Commission to waive the \$42,986.71. The examiners have informed us that the County Commission has the authority to waive the amount due. Therefore, I am asking to waive rules, so the auditors can complete the audit settlement.

JB/ah

Enclosure

Main Office
Downtown (Annex III)
101 S. Lawrence St
Montgomery, AL 36104

East Office
5447 Atlanta Hwy
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S Perry St
Montgomery, AL 36104
(334) 832-1303

20-1

PETITION FOR REFUND

Montgomery County Board of Education
Post Office Box 1999
Montgomery, Alabama 36103

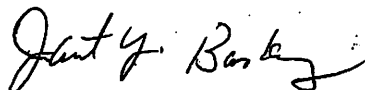
Gentlemen:

Upon completion of an examination of my records as Revenue Commissioner of Montgomery County, Alabama, by the Department of Examiners of Public Accounts, for the period July 23, 2014 through August 2, 2018, for regular ad valorem collections and for the period June 1, 2014 through May 31, 2018, for manufactured home registrations and other collections, it was found that the net of the following items have been overpaid by me:

County Wide Ad Valorem Taxes	\$(112,154.68)
District #1 – Special Ad Valorem Taxes	(2,084.15)
District #2 – Special Ad Valorem Taxes	<u>157,225.54</u>
Total Amount Due	<u>\$ 42,986.71</u>

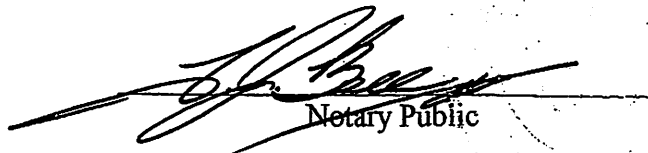
The results of the audit reflect that I am entitled to a refund in the above amount. I respectfully request that such amount be remitted to me.

Sincerely yours,



Janet Y. Buskey
Revenue Commissioner, Montgomery County

Sworn to and subscribed before me this 4th day of April, 2019.


Notary Public

APPROVED:

Gary Kelly Date April 4, 2019
Examiner of Public Accounts

Dwesa Dible Date April 4, 2019
Audit Manager, Examiner of Public Accounts

Reference: *Code of Alabama 1975*, §§ 41-5-1- through 41-5-24

AGENDA

APR - 8 2019

TO: Montgomery County Commission
FROM: Montgomery County Probate Election Center
RE: Change of Polling Place Location
Date: April 02, 2019

Taylor Road Baptist Church, the polling location for Precinct 501 in Montgomery County Commission District Five (5), has requested to no longer serve in that capacity. First Christian Church located at 1705 Taylor Road has agreed to serve as the new polling location for Precinct 501. The facility at First Christian Church has been assessed and meets all requirements to serve as a polling place location.

It is our hope that the Montgomery County Commission will make this change of polling place location as soon as possible by resolution.

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT FIVE
REPRESENTED BY
COUNTY COMMISSIONER DOUG SINGLETON**

WHEREAS, *Code of Alabama 1975, §17-6-2(a)*, provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map, and designate the precincts. The governing body of each county shall, by resolution, adopt the establishment and boundaries of each precinct...”

WHEREAS, the polling place of Precinct 501 located at Taylor Road Baptist Church, 1685 Taylor Road, Montgomery, AL 36117 needs to be relocated per the request of The Montgomery County Commission. First Christian Church has agreed to become the new polling location for Precinct 501 in their Church located at 1705 Taylor Road, Montgomery, AL 36117.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 501 from 1685 Taylor Road, effective June 11, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 8th day of April 2019.

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner

AGENDA

APR - 8 2019

April 2, 2019

Mr. Elton Dean Sr., Chairman
Montgomery, Alabama, County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

Dear Chairman Dean:

The Montgomery County Community Punishment & Corrections Authority would like to hire Mr. Phil Bryant to serve as the Interim Executive Director for the MCCPCA. The Board is requesting the approval to hire Mr. Bryant at Pay Grade 13, Step 7.

Mr. Bryant retired as the Executive Director of the Alabama State Department of Pardons and Parole. Mr. Bryant has an extensive professional background in this field. The Board is confident that Mr. Bryant will serve as an asset for the Community Correction's program, stepping in to maintain the professional integrity, mission and hard work to keep this agency being one of the leading programs of this kind in the state of Alabama.

If you have any further comments or question(s), please contact me at (334) 224-2281.

Respectfully,

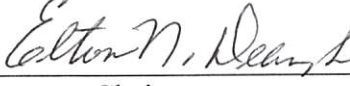
Frank Brown, Chairman
Montgomery County Community Punishment & Corrections Authority Board

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, April 22, 2019, at 8:00 in the morning.



Administrator



Chairman