

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

AGENDA

August 28, 2019

SEP 16 2019

TO: Chairman Elton Dean – Montgomery County Commission

FROM: Phil Bryant – Executive Director
Montgomery County Community Corrections

SUBJECT: Request for Future Commission Agenda Item –
Annual Renewal of Professional Services Contract for the E.V.E.N.
Domestic Violence Education/Intervention Program

On Tuesday, August 20th, the Montgomery County Community Corrections and Punishment Authority Board met and voted to recommend to the Commission that the Professional Services Contracts for the four E.V.E.N. providers be approved for Fiscal Year 2019-2020. The terms of the Professional Services contract remain the same as in the past nine yearly contracts at a rate of \$25.00 per hour.

Curtis Gage
Derrick Sanders
Beryl Sabb
Bionca Lindsey

These are all current providers of the program and the proposed contract would be an annual renewal for 2019-2020 fiscal year only. I respectfully recommend that a renewal of the Professional Services Contract with each of the facilitators for FY 2019-2020 be placed on the September 16, 2019 Commission Agenda for consideration/approval.

Respectfully submitted,



Phil Bryant – Executive Director
Montgomery County Community Corrections

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

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Curtis Gage (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance , documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee-paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. The cost of registration/tuition for any assigned training shall be paid by the Montgomery County Commission. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

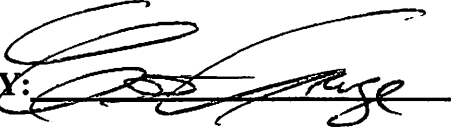
Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2020. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2020 or when approved by the County Commission. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

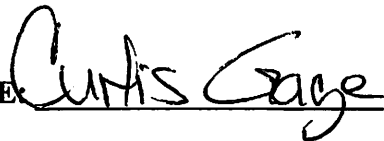
If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2019.

E.V.E.N. Provider

BY: 

PRINT NAME: _____

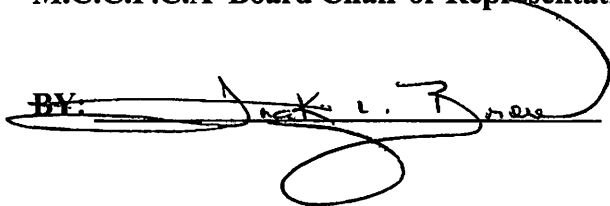


MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

M.C.C.P.C.A Board Chair or Representative

BY: 

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Bionca Lindsey (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance , documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee-paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. The cost of registration/tuition for any assigned training shall be paid by the Montgomery County Commission. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2020. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2020 or when approved by the County Commission. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this 7th Day of September, 2019.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: Bionca Lindsey

BY: _____

TITLE: _____

PRINT NAME: BIONCA LINDSEY

M.C.C.P.C.A Board Chair or Representative

BY: [Signature]

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Beryl Sabb (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee-paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

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Dated this _____ Day of _____, 2019.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

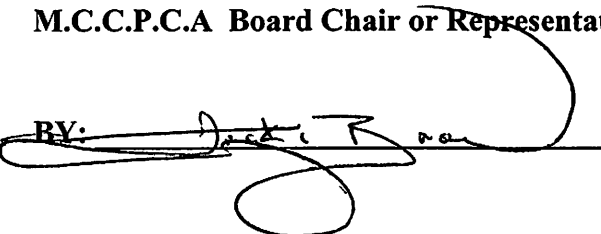
BY: 

BY: _____

TITLE: _____

PRINT NAME: BERYL G. SARR

M.C.C.P.C.A Board Chair or Representative

BY: 

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with Derrick Sanders (also referred to as Provider), to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee-paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

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Dated this 9th Day of September, 2019.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

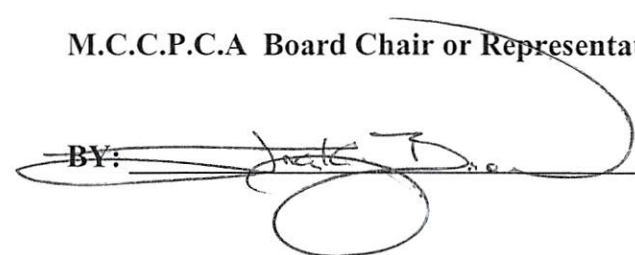
BY: 

BY: _____

TITLE: _____

PRINT NAME: Derrick W. Sanders

M.C.C.P.C.A Board Chair or Representative

BY: 

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

AGENDA

SEP 16 2019

August 28, 2019

TO: Elton Dean – Commission Chairman
Montgomery County, Alabama

FROM: Phil Bryant –Executive Director
Montgomery County Community Corrections

RE: Request for Future Commission Agenda Item – Commission Review and
Approval of the 2019-2020 Annual Community Corrections Plan

Dear Chairman Dean:

Every fiscal year the County Community Corrections Department and the MCCPCA Board prepare an annual Community Corrections Plan for submittal to the Montgomery County Commission and the Department of Corrections for approval. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections is statutorily mandated for the Montgomery County Community Corrections Authority to receive continued State funding for Jail/Prison diversion felony offenders on Community Corrections Supervision. We anticipate state funding/support for our program to be in excess of \$375,000 for the upcoming 2019-2020 fiscal year.

The MCCPCA Board meet on Tuesday, August 20, 2019 and voted to approve the annual plan. Evidence of an approved plan is required to be submitted to the Alabama Department of Corrections no later than September 27, 2019 for consideration of reimbursement funding during the 2019-2020 fiscal year.

The Montgomery County Community Corrections Department relies greatly on the administrative and financial support it receives from the Community Corrections Division of the Alabama Department of Corrections. The provision of these services helps to protect public safety while maintaining offender accountability. The funds received from the Alabama Department of Corrections cover the cost of delivering services to the Jail/Prison Diversion offenders for which we are reimbursed and also are used to offset other operational and administrative costs of providing Community Corrections services to Montgomery County as a whole.

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

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



As previously mentioned, the Alabama Department of Corrections Community Corrections Plan requires written evidence of approval of the Plan on the part of the County Commission. Confirmation of the Commission's approval of the Annual Plan is due by the close of business on September 27, 2019. I respectfully request that the review and approval of the plan as submitted be placed on the next Commission Agenda (September 16, 2019) for consideration.

Respectfully submitted,

A handwritten signature in cursive script, reading "Phil Bryant".

Phil Bryant –Executive Director
Montgomery County Community Corrections Department

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

11-2

SEP 16 2019



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

August 29, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Renewal of QCHC, Inc. Health Services Agreement

Please see the attached the Health Services Agreement between QCHC, Inc., (Quality Correctional Health Care) and Montgomery County. Furthermore, QCHC, Inc., are the current company that administer medical services for the inmates in the Mac Sim Butler Detention Facility. The proposed contract renewal will be in effect for one (1) year commencing on October 1, 2019, concluding on September 30, 2020. Please note that the only change to the contract from prior years is an increase of 2.6% CPI increase, which is allowable in the agreement

Please place this matter on the next agenda for the Commission's consideration of approval.

DC/crv

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



QUALITY CORRECTIONAL HEALTH CARE

Johnny E. Bates, MD MMM CPE CCHP
CPHIMS
Chief Executive Officer

Your COMPLETE Inmate Health Care Solutions Provider.

200 Narrows Parkway, Suite A
Birmingham, Alabama 35242

Telephone: 205-437-1512
Facsimile: 205-981-6731

Website: www.qchcweb.com

August 27, 2019

VIA ELECTRONIC MAIL

Sheriff Derrick Cunningham- DerrickCunningham@mc-ala.org
115 South Perry Street
Montgomery, Alabama 36104

Mr. Donald L. Mims-Donaldmims@mc-ala.org
Montgomery County Administrator
101 South Lawrence Street
Montgomery, Alabama 36104

RE: Inmate Health Services for Montgomery County Detention Facility

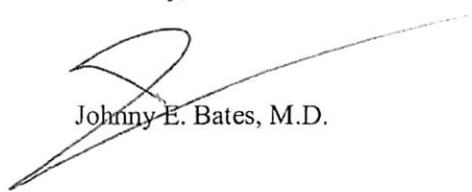
Dear Sheriff Cunningham & Donnie:

We understand that the county is in the budgetting process for the 2019-2020 fiscal year. Section 6.1 of the current inmate health services agreement allows the parties to extend the agreement for an additional one-year term, if mutually agreeable. QCHC would like to extend the agreement for the term beginning on October 1, 2019 and ending on September 30, 2020, if the county is likewise agreeable.

We have prepared a short contract amendment reflecting a 2.6% CPI increase for the 2019-2020 fiscal year as allowed in the agreement. This renewal will permit us to keep the contract current and allow us time to evaluate staffing and the facility's needs. The monthly price will increase from \$174,297.78 to \$178,829.52 for this contract term. The annual price will increase from \$2,091,573.36 to \$2,145,954.27 for this contract term.

We appreciate the opportunity to continue to serve as the inmate healthcare provider at the Montgomery County Detention Facility. Please do not hesitate to contact me or Christie Estes with any questions.

Sincerely,


Johnny E. Bates, M.D.

cc via email: Tammy Nix
Christie Estes

**RENEWAL OF AND 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 HEALTH SERVICES AGREEMENT (the “AGREEMENT”) for the Montgomery County Detention Facility (“JAIL”) on October 1, 2016;

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, Section 6.1 states that, this AGREEMENT may be extended for additional one-year terms, if mutually agreeable to both parties.

WHEREAS, Section 7.1 of the AGREEMENT states that, on the annual anniversary dates, the annual base price shall increase by the annual percentage increase in the Consumer Price Index for Medical Services or 3%, whichever is less.

WHEREAS, the current CPI for Medical Services is 2.6 percent.

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

AMENDMENT

Section 6.1 shall be amended to reflect that the parties desire to renew and extend the AGREEMENT for the period beginning on October 1, 2019 and ending on September 30, 2020.

Section 7.1 shall be amended to make the monthly compensation amount due to QCHC \$178,829.52 for the contract period from October 1, 2019 through September 30, 2020. The annual amount to be paid by the COUNTY to QCHC for this contract period will be \$2,145,954.27.

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: _____

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Tammy Nix

From: Christie Estes <christie.estes@qchcweb.net>
Sent: Tuesday, August 27, 2019 2:01 PM
To: Derrick Cunningham; Donald Mims; Tammy Nix
Cc: Johnny Bates; Crystal Bryan
Subject: Contract Renewal for MCDF
Attachments: CR to Sheriff Cunningham 8.27.19.pdf; MCDF Contract Amendment with CPI increase 2019-2020 fiscal year 8.27.19.pdf

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

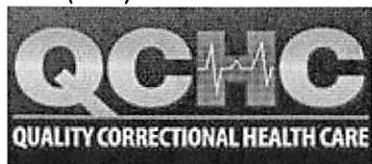
Good afternoon, Sheriff Cunningham.

I am attaching a letter and brief contract amendment ahead of the upcoming renewal/fiscal year. Please don't hesitate to reach out with any questions. We are looking forward to seeing you next Friday.

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



SEP 16 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: August 28, 2019

RE: Contract No. 52200-18B-028
Inmate Security

I request that the attached Amendment No. 1 to Patriot Services Group, Inc. contract for inmate security be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 1, 2019 and ending on September 30, 2020.

Patriot Services Group, Inc. would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Derrick Cunningham, Sheriff.

Attachment

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

Amendment
To
Contract # 52200-18B-028

Amendment No. 1

Contract for Patriot Services Group, Inc. is hereby extended for one (1) year beginning October 1, 2019 and ending September 30, 2020.

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

All other provisions of the contract will remain the same.

WITNESS:

PATRIOT SERVICES GROUP, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Excess Health Insurance Renewal

The Montgomery County Commission, at its meeting on September 3, 2019, agreed to place on the next agenda an Excess Health Insurance Renewal - Option 2 with Optum Insurance, Secured through Alliance Insurance Group.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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



August 23, 2019

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Mr. Mims:

Thank you for allowing us to present the Commission with a renewal for the medical reinsurance.

The enclosed proposal is a result of an extensive marketing effort in which policy specifics and rates were shopped to over 20 markets. Optum, your current carrier provided the best quote and as earned our recommendation. If they are chosen and retain the business, the Experience Refund Option (ERO) will be available again this year. As of today, we are projecting a refund in the \$25,000 range.

Our recommendation would be to increase the deductible to \$275,000 thereby reducing the impact of the fixed cost. This strategy worked for the County last year and based on our analysis, it should return a savings this year as well. While there are a couple of members capable of reaching this mark, we feel as though the risk is reasonable and would likely work in the County's best interest to save the premium and increase the risk.

Should you have any questions or concerns please don't hesitate to contact our office. Thank you again and we look forward to continuing our relationship with the County.

Sincerely,

Mike Hicks,
President
Alliance Insurance Group

UNIMERICA INSURANCE COMPANY

SUBSEQUENT POLICY PERIOD OFFER



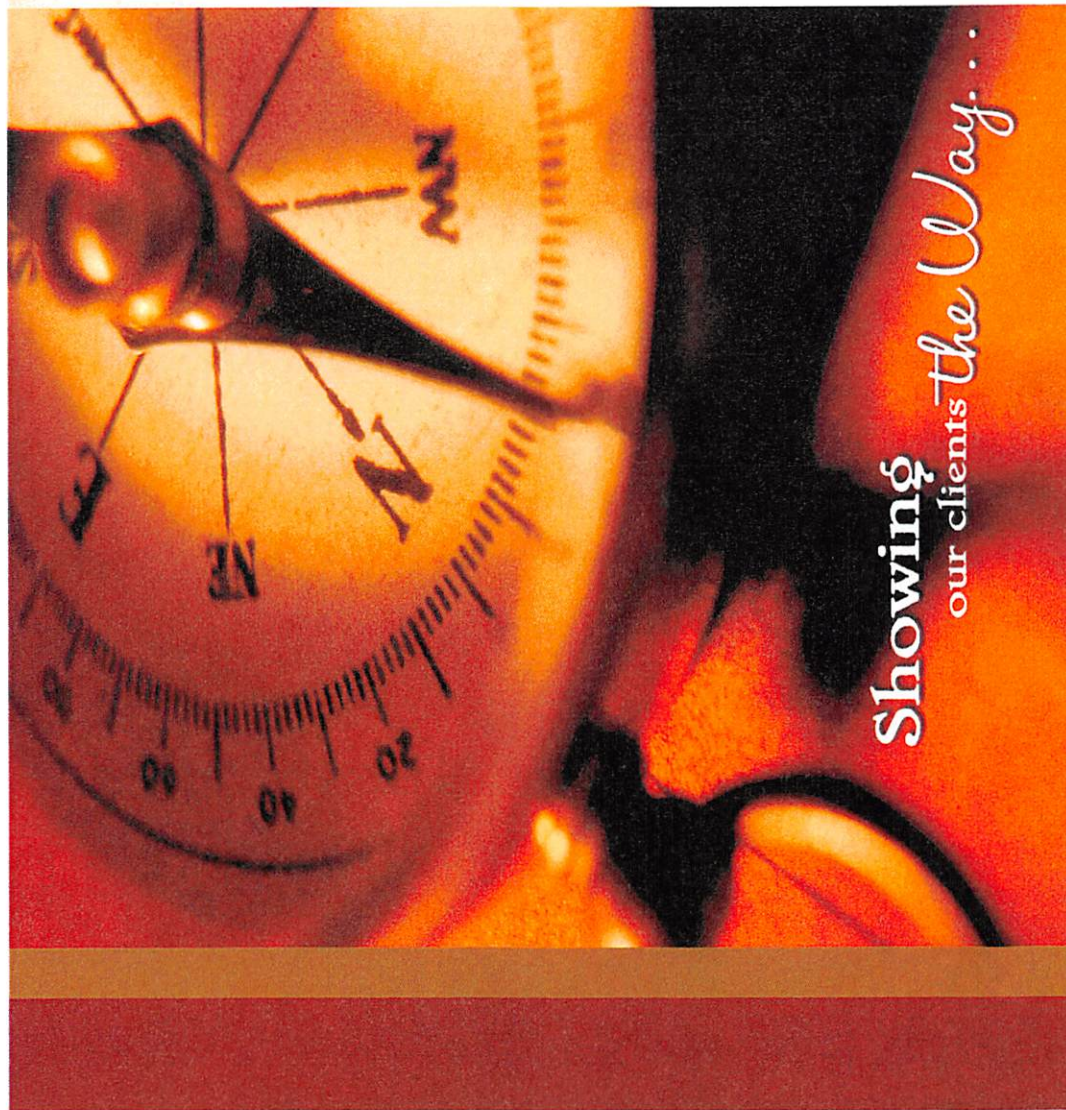
Employer: MONTGOMERY COUNTY COMMISSION
Effective Date: OCTOBER 01, 2019
Producer: JOHN DONALDSON
Underwriter: NAOMI ZELLERS
Sales Reps: DONALDSON HRH
Date: 08/19/2019

SPECIFIC COVERAGE		Option 1	Option 2
Specific Deductible Amount		\$260,000	\$275,000
Aggregating Specific Deductible		\$20,950.00	\$20,950.00
Specific Maximum		Unlimited	Unlimited
EMPLOYEE	721	\$8.41	\$7.87
FAMILY	473	\$20.29	\$18.98
Total Premium	1,194	\$187,929.36	\$175,821.72
Commission		0%	0%
Benefits Covered		MED/RX	MED/RX
Specific Contract Basis		60/12	60/12

CONDITIONS AND ASSUMPTIONS

- ~ Experience Refund is included in the above specific rates.
 - ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
 - ~ Current plan has been quoted.
 - ~ The Plan will have Network: BCBS Case Manager: BCBS TPA: BCBS OF AL
 - ~ Retirees ARE considered Covered Persons for benefits under the Excess Loss Policy.
 - ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
 - ~ Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
 - ~ This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
 - ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
 - ~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.
- Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 9/9/19.**

Circle Coverages & Options Elected	Signature:
Dated:	Title:



Alliance Insurance Group
Employee Benefit Consultants

www.AllianceInsGroup.com | 866.396.3967

Medical Stoploss Renewal for:
Montgomery County Commission

By:
Alliance Insurance Group



Medical Stoploss



Effective Date: October 1st 2019
Contract Terms: 60/12
Laser Liability: None

Estimated Enrollment: 1194 Contracts
Maximum Specific Benefit: Unlimited

Specific Stoploss Coverage:	Expiring Optum	Renewal	Option 2
Deductible:	\$260,000	\$260,000	\$275,000
<i>Aggregating Deductible:</i>	\$20,950	\$20,950	\$20,950
<i>Experience Reward</i>	Yes	Yes	Yes
Specific Rates:			
Single:	\$ 7.67	\$8.41	\$7.87
Family:	\$18.53	\$20.29	\$18.98
Specific Premium	\$171,537	\$187,929	\$175,821
Alliance Insurance Group Fee	\$15,000	\$15,000	\$15,000
Estimated Annual Premium:	\$186,537	\$202,929	\$190,821
% Change		8%	2%

Optum Experience Reward Rider: As of 8/19/19 the estimated ERO refund for the 2018-19 plan year is approximately \$25,000. This is an estimate and could change based on claims experience.

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

14-5



Claims and Risk Recap



Member	Relationship	Age	Simple Diagnosis	Claims Paid	Reimbursement
KC	Male Child	16	Cerebral Palsy	\$144,473	N/A
JB	Female Child	20	Crones Disease	\$129,856	N/A
JB	Male Child	20	Cancer	\$140,437	N/A
WH	Subscriber	80	Cancer	\$164,315	N/A
SB	Subscriber	34	Cancer	\$176,687	N/A
CM	Subscriber	68	Cancer	\$135,238	N/A

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

14-6



Terms and Conditions



- ~ Experience Refund is included in the above specific rates.
 - ~ Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
 - ~ Current plan has been quoted.
 - ~ The Plan will have Network: BC BS Case Manager: BC BS TPA: BC BS OF AL
 - ~ Retirees are considered Covered Persons for benefits under the Excess Loss Policy.
 - ~ This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
 - ~ Claims that exceed the Specific Deductible up to the stated Aggregating Specific Deductible are not eligible claims under Specific or Aggregate coverage.
 - ~ This offer includes, at no additional cost, the IRO Extended Liability Endorsement which provides a 12-month extension of coverage for any paid claim that is denied and subsequently overturned by an IRO upon appeal.
 - ~ The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer or can void the offer and coverage.
 - ~ In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.
- Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 9/9/19.***

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



Marketing Analysis

Carrier	Market Response	Reason
AccuRisk	Declined	Uncompetitive
Anthem Stoploss	Declined	Uncompetitive
Berkley A&H	Declined	Uncompetitive
Evolution Risk	Declined	Uncompetitive
HM Insurance	Declined	Uncompetitive
HIIG	Declined	Uncompetitive
Pace UW	Declined	Uncompetitive
Sunlife	Declined	Uncompetitive
Swiss Re	Declined	Uncompetitive
TMS	Declined	Uncompetitive
Tokio Marine HCC	Quote	+34% to current
Voya	Declined	Uncompetitive
UTIC	Declined	Uncompetitive

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



PROJECTED Experience Reward Option Summary

2018-2019 Plan Year

Premium Paid (net of commission) \$ 171,537
Claims against premium \$0
Savings Ratio required by Optum .60
Available for claims \$102,921
Refund % 25%

2018 Refund Check (3/8/18)
% of premium refunded

\$25,730
15%

2016 ERO was \$22,887

2017 ERO was \$ 6,712

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

14.9

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

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Property Insurance Renewal

The Montgomery County Commission, at its meeting on September 3, 2019, agreed to place on the next agenda the Property Insurance Renewal with Affiliated FM Insurance Company, secured through Assured Partners.

I am requesting approval of this item.

DLM/tn

Attachment

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5251 Hampstead High Street
Unit 200
Montgomery, AL 36116
(334) 270-6824
www.assuredpartners.com

PROPERTY/LIABILITY/CYBER
PREMIUM BREAKDOWN
2019-2020

*Liability - \$196,566

(Last Year's Premium - \$192,337)

1. 2% Increase at Renewal (2019-2020)

*Property - \$142,705

Premium increase due to:

1. -Addition of new maintenance shop
(1872 Terminal Road - \$1,850,000 (incl. contents)
2. Increase on Courthouse & Annex \$2,694,437
3. Increase on McGehee Road office \$545,000
4. Slight increase in rate
Last year - .0520 Renewal - .0598
(No rate increase for last 4 years)

*Cyber - \$20,548

\$1,000,000 Coverage - \$10,000 Retention
(Most comprehensive coverage available)

15-2

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Excess Liability Insurance Renewal

The Montgomery County Commission, at its meeting on September 3, 2019, agreed to place on the next agenda the Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, secured through Assured Partners.

I am requesting approval of this item.

DLM/tn

Attachment

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16-1

PROPERTY/LIABILITY/CYBER
PREMIUM BREAKDOWN
2019-2020

*Liability - \$196,566

(Last Year's Premium - \$192,337)

1. 2% Increase at Renewal (2019-2020)

*Property - \$142,705

Premium increase due to:

1. -Addition of new maintenance shop
(1872 Terminal Road - \$1,850,000 (incl. contents)
2. Increase on Courthouse & Annex \$2,694,437
3. Increase on McGehee Road office \$545,000
4. Slight increase in rate
Last year - .0520 Renewal - .0598
(No rate increase for last 4 years)

*Cyber - \$20,548

\$1,000,000 Coverage - \$10,000 Retention
(Most comprehensive coverage available)

16-2

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

The Montgomery County Commission, at its meeting on September 3, 2019, agreed to place on the next agenda the Blue Cross Blue Shiled Health Plan Administrative Fees, COBRA, Dental, and Workers Compensation. The Blue Cross administrative fees to process the health claims will be \$45.00 per contract per month for Health and \$2.15 per contract per month for dental. There is a fee of \$1.00 per contract per month for the data interfacing with the current behavioral health carrier (same as last year). The administrative fee for Teladoc will remain \$2.05. Worker's Compensation fees will remain at 8.4% of paid claims.

The COBRA rates will remain the same as last year which were as follows:

PPO COBRA

1. Single - \$741.02
2. Family - 1,303.08

HMP COBRA

1. Single - \$651.45
2. Family - \$1,149.59

I am requesting approval of this item.

DLM/tn

Attachment

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17-1



**BlueCross BlueShield of
Alabama**

August 30, 2019

Montgomery County Commission
Attention: Donnie Mims
101 South Lawrence Street
Montgomery, AL 36104

Dear Donnie,

The Blue Cross and Blue Shield of Alabama Administrative Fee will change to: \$45.00 per contract per month for Health and \$2.15 per contract per month on Dental. The administrative fee will remain \$1.00 per contract per month for the data interfacing with the current behavioral health carrier. Worker's Compensations administrative fee will remain 8.40% of paid claims. Teladoc admin fee will remain \$2.05 per contract per month on the HMP plan.

The PPO COBRA rates will remain:

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

Single Health \$635.86

Family Health \$1,094.50

The Dental COBRA rates will remain:

Single dental \$15.59
Family dental \$55.09

The HMP COBRA rates will remain:

PPO Combined single health and dental =
\$741.02

HMP combined single health and dental =
\$651.45

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

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

The above fees and COBRA rates are effective October 1, 2019-September 30, 2020.

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

Signature: _____

Please let me know if you have any questions.

Sincerely,

Nora Boyd
Account Manager

4465 Park Boulevard Montgomery, Alabama 36116-1626

An Independent Licensee of the Blue Cross and Blue Shield Association

17-2

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Annual Membership Dues for 2019 to the Montgomery Area Business Committee
for the Arts, Inc

The Montgomery County Commission, at its meeting on September 3, 2019, agreed to place on the next agenda the Annual Membership Dues for 2019 in the Amount of \$2,000 to the Montgomery Area Business Committee for the Arts, Inc.

I am requesting approval of this item.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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



July 31, 2019

Montgomery County Commission
101 South Lawrence St
Montgomery, AL 36104

Dear County Commissioners:

With support from members like you, the Montgomery Area Business Committee for the Arts (MABCA) continues to play a leading role in developing and promoting business support of and participation in the arts. As you know, involvement with the arts brings a direct benefit to business. The MABCA works to foster the relationship between business and the arts through its network and programs. A modest investment from each member creates a collective effort of significant impact. What one company could not achieve alone, the MABCA is able to accomplish on behalf of many.

Your past support has contributed greatly to the success of this organization. Your **renewal this year is essential** as we continue to build the partnerships between business and the arts. Your membership level is based upon the number of your employees in the River Region and dues are billed annually for all member companies. We hope you will take a moment to review the enclosed Membership Dues Structure and renew Montgomery County Commission as a member of the MABCA.

In addition to our Annual Awards Luncheon, we will hold our members-only cocktail reception the evening before the luncheon and are involved with several significant art projects and collaborations. This past year, the MABCA has been working very hard with the Public Art Commission and has installed the granite sidewalk quotes leading to the Riverfront tunnel, dedicated the Nat King Cole mural on Maxwell Boulevard by partnering with a local business owner to support the arts! Soon MABCA will unveil 2 bus wraps designed by local artists in celebration of the City of Montgomery and the State of Alabama's Bicentennial year. MABCA is also the project manager on the renovation of Klein Park, now renamed Montgomery Plaza, and will install a life-size bronze sculpture of Mrs. Rosa Parks on December 1, 2019. As a member of MABCA you have access to the River Region *PART*nership program and our *Art at Work* service. Your efforts through MABCA are making a tremendous impact in the River Region!

We hope you will join us for our **33rd Anniversary of our Business in the Arts Awards Luncheon** that will take place **Thursday, November 7th at 11:45 AM at the Renaissance**. Please feel free to call me at 334-220-7604 should you have any questions. On behalf of the MABCA Board of Directors, we look forward to receiving your positive response.

Sincerely,

Ashley D. Ledbetter
Executive Director

BOARD OF DIRECTORS: Albert A. Allenback || Brad Armagost || G. Carlton Barker || Ronald C. Brown || Mark P. Bunting || Robert Burns || William D. Coleman || Gene C. Crane
A. Bruce Crawford || R. Guy Davis, Jr. || Arthur DuCote || John H. Foshee || Michael E. Galvin || Rusty Gregory || Barrie H. Harmon, III || Caryn C. Hughes || Lance Hunter
Rhon Jones || Pete Knight, Jr. || John W. "Billy" Livings || Sam Munnerlyn || Lee Parks || Bruce Reid || Joe B. Riley || Sheron J. Rose || Dr. Quinton T. Ross, Jr. || Robert F. Runkle
Leslie Sanders || Justice William B. Sellers || J. Mark Snead, Jr. || Mayor Todd Strange || Jimmy Stubbs || Russell Tyner || Bob Vardaman || William E. Wallace || Cleo Washington
J. Cameron West || George R. Wilder
FOUNDER: Wynton M. Blount (1921-2002)
DIRECTOR EMERITUS: Robert S. Weil, Sr. (1919-2016)
EX-OFFICIO: Mayor Bill Gillespie || Mayor R. Allen Kelley || Jim L. Ridling || Mayor Jerry Willis
EXECUTIVE DIRECTOR: Ashley DuBose Ledbetter

2019 MABCA MEMBERSHIP APPLICATION

Please amend/correct your information below and return with your payment

COMPANY: Montgomery County Commission

CONTACT: Chairman Elton Dean

ADDRESS: 101 South Lawrence St

CITY, STATE, ZIP: Montgomery, AL 36104

PHONE:

FAX:

EMAIL:

AMOUNT ENCLOSED: _____

GUIDELINES FOR LEVELS OF SUPPORT

Total Employees	
Category V \$2,000	Over 250
Category IV \$1,100	101-250
Category III \$ 825	51-100
Category II \$ 600	11 to 50
Category I \$ 300	10 or fewer
Individual \$150	Individuals

Membership dues are figured at the discretion of each participating business and are tax-deductible since the MABCA is a not-for-profit organization with 501(c)(3) status.

Please make checks payable to: The Montgomery Area Business Committee for the Arts (MABCA) and mail to: MABCA/ P.O. Box 5177/ Montgomery, AL 36103-5177 (334)263-2224 office; mabca2@yahoo.com

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

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appropriation to Alabama State University for the 2019 Labor Day Classic

The Montgomery County Commission, at its meeting on September 3, 2019, agreed to place on the next agenda an appropriation in the amount of \$100,000 to Alabama State University for the 2019 Labor Day Classic, with the payment after January 1, 2020.

I am requesting approval of this item.

DLM/tn

Attachment

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Phone 334.832.1210 • Fax 334.832.2533 • TDD 334.265.3568

19-1

SEP 16 2019

20-1

SEP 16 2019

22 Mina
Administrator
9/16/19
Date

AGENDA

SEP 16 2019

MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE - Meeting Date: 9/16/19 - CODE: 001-59320.450										
Contract Number	Organization	Description of Program	Joint	Infrastructure	Harris	Dean	Walker	Sankey	Singleton	TOTAL
Starting Balance			0	214,267	89,000	7,300	65,691	59,360	11,330	446,948
**DR-C-2019-130	**Rescind Approp. To: Success Unlimited Academy Booster Club	**Athletic Equipment and Repair, Student Travel Expense and Recognition Banquets							-2,500	-2,500
DR-C-2019-134	Cancer Wellness Foundation of Central Alabama	Social Services Program							500	500
DR-C-2019-135	Alabama National Fair	Provide Tickets to Inner City Kids							2,000	2,000
DR-C-2019-136	Successful Living Center	Operational Expenses for Senior Citizens Programs						2,000		2,000
DR-C-2019-137	Newtown Mission	Program Services						2,000		2,000
DR-C-2019-138	United Community Improvement Association, Inc.	Tutorial Program						3,500		3,500
DR-C-2019-139	Montgomery YMCA	Youth Football Programs in North Montgomery						2,000		2,000
DR-C-2019-140	RESTOR, Inc.	Camera System				4,000				4,000
DR-NC-2019-58	City of Montgomery, BONDS	The Woods/Dexter Ridge/Wynbrook N.A.						1,500		1,500
DR-NC-2019-59	City of Montgomery	Creation of a Life-Size Bronze Sculpture of Mrs. Rosa Parks		20,000						20,000
Total Appropriations 9/16/19			0	20,000	0	4,000	0	11,000	0	35,000
APPROPRIATED BUDGET BALANCE			0	194,267	89,000	3,300	65,691	48,360	11,330	411,948
Small Z. Minn 9/16/19										
Administrator										
Date										

22-1

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: August 27, 2019

RE: Invitation to Bid No. 52110-19B-026
Utility Garage

Request approval of award on the above referenced Invitation to Bid to the only responsible bidder, SCF Building in the amount of \$8,420.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

•

September 16, 2019 - Minutes of Regular Meeting
Montgomery County Commission

[illegible]

Notes:

232

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: August 28, 2019

RE: Invitation to Bid No. 51901-19B-023
Montgomery County Parks Grounds Maintenance

Request approval of award on the above referenced Invitation to Bid to the lowest bidder Conway's Outdoor Services, in the amount of \$35,590.00, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with James Williams, Parks and Recreation Director.

Attachment

•

September 16, 2019 - Minutes of Regular Meeting
Montgomery County Commission

175

24-2

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of October, 2019, between Conway's Outdoor Services, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Conway's Outdoor Services owns and operates a business and desires to provide grounds maintenance at Montgomery County Parks within the County in accordance with all provisions and specifications of Invitation to Bid No.51901-19B-023, as issued by the Montgomery County Commission on August 13, 2019 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Conway's Outdoor Services and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 1, 2019 and ending September 30, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Conway's Outdoor Services shall remain firm for the one (1) year period.
3. Price Escalation: At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Conway's Outdoor Services shall furnish all labor, materials, equipment, and perform all work necessary to maintain the grounds at all Montgomery County parks listed on the Invitation to bid.
5. In addition to the routine maintenance, Conway's Outdoor Services may be called upon by Montgomery County Commission for maintenance due to special events taking place at the parks/field.
6. That Conway's Outdoor Services shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
7. That Montgomery County Commission or Conway's Outdoor Services may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
8. That Conway's Outdoor Services agrees to protect, defend, indemnify and hold the

Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Conway's Outdoor Services, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Conway's Outdoor Services agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Conway's Outdoor Services also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

9. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Conway's Outdoor Services.
10. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

WITNESS:

CONWAY'S OUTDOOR SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

SEP 16 2019

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Appraisal Department	REVIEWED:	S. Thomas	9/10/2019
DATE:	9/9/2019		Finance Director	Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Supplies/Minor Equip	120-51985-211	63,000	(2,500)	60,500
Postage	120-51985-252	30,000	2,500	32,500
Software	120-51985-586	50,500	192,695	243,195
Accounting and Auditing	120-51985-164	103,000	(20,400)	82,600
Dues and Membership Fees	120-51985-171	5,000	(540)	4,460
Aerial Photography	120-51985-179	175,000	(13,100)	161,900
GIS	120-51985-180	75,000	(13,300)	61,700
Copy Machine Rental	120-51985-223	2,000	(500)	1,500
Repair & Maint. Office Equip.	120-51985-233	2,500	(2,500)	0
Repair & Maint. Motor Veh.	120-51985-234	6,800	(6,000)	800
Advertising	120-51985-253	5,000	(4,658)	342
Cellular Service	120-51985-255	10,000	(3,000)	7,000
Travel-Mileage	120-51985-260	1,000	(913)	87
Contract Services	120-51985-304	50,000	(50,000)	0
Legal Services	120-51985-305	100,000	(73,862)	26,138
Professional Services	120-51985-307	2,000	(2,000)	0
Books	120-51985-320	2,000	(850)	1,150
Subscriptions	120-51985-409	17,000	(1,072)	15,928
Total Budget Change		\$699,800	\$0	\$699,800
TOTAL 2019 APPRAISAL BUDGET		\$3,016,313	\$0	\$3,016,313

Realign the budget to purchase Capture Mobile Business Personal Property software from E-ring Inc.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 2

AGENDA

SEP 16 2019

DEPARTMENT: County Commission REQUESTED BY: Donald L. Mims 9/10/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 9/10/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Retirement Expense	001-51100.121	41,254	4,016	45,270
Health Insurance	001-51100.122	90,000	(4,016)	85,984
Copy Machine Rental	001-51100.223	7,100	2,400	9,500
Telephone	001-51100.251	3,200	306	3,506
Postage	001-51100.252	900	50	950
Cellular Service	001-51100.255	5,100	(308)	4,792
Digital Cable	001-51100.259	650	257	907
Insurance Public Officials	001-51100.275	2,850	(376)	2,474
Dues	001-51100.303	23,000	(2,229)	20,771
Subscriptions	001-51100.409	300	44	344
Office Supplies	001-51100.211	11,400	(144)	11,256
				0
Food and Supplies	001-51988.218	24,000	(7,600)	16,400
Travel	001-51988.265	0	7,600	7,600
				0
				0
				0
				0
				0
				0
TOTAL		\$ 209,754	\$ 0	\$ 209,754

JUSTIFICATION: To realign the County Commission budget to cover operating expenses, and realign the Contingency Budget to cover Economic Development travel expense.

AGENDA

Request Number: 18

COUNTY COMMISSION APPROVAL: _____

Administrator Date

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

SEP 16 2019

Request Number: 19-pg 2

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims 9/10/19
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 9/10/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
IT Infrastructure Upgrades	001-51965.499	0	301,834	301,834
IT Software MGMix	001-51965.586	0	119,180	119,180
IT Security Equipment	001-51965.591	0	61,679	61,679
Retiree Health Insurance	001-51966.127	2,494,000	38,000	2,532,000
Sheriff Health Insurance	001-52110.122	1,539,000	(38,000)	1,501,000
ButlerCommCtr Dumpster	001-57200.248	0	1,170	1,170
2018 PBA Debt Principal	001-59103.600	3,304,997	50,000	3,354,997
2018 PBA Debt Interest	001-59103.630	3,411,128	280,251	3,691,379
Contract Services	001-59310.304	107,000	(30,000)	77,000
Architect-PBA projects	001-59310.307	0	109,122	109,122
Architect-Old Selma Rd P	001-59310.307	0	72,123	72,123
Architect-Perry St Deck	001-59310.307	0	24,966	24,966
Bank Fees	001-59310.329	80,000	(40,000)	40,000
Chamber Lodging Tax	001-59310.491	577,500	30,000	607,500
Lodging Tax	001-40000.41301	(2,750,000)	(140,000)	(2,890,000)
Financial Inst. Tax	001-40000.44130	(350,000)	(222,000)	(572,000)
Designated Rev Appro.	001-59320.450	0	1,160,000	1,160,000
Donated Revenue	001-40000.47701	0	(1,460,000)	(1,460,000)
RC Prior Year Audit Fees	001-40000.45235	0	(143,000)	(143,000)
Fund Balance	001.35900	0	(554,343)	(554,343)
TOTAL		\$ 8,413,625	(\$ 379,018)	\$ 8,034,607

JUSTIFICATION: To realign the budget to cover expenses with increased revenues and net to fund balance.

SEP 16 2019

Request Number: 20

Date _____

Date _____

✓

Date _____

JUSTIFICATION: Realign the Capital Improvements Fund to cover the debt service on the 2018 PBA Bond Proceeds.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 21

AGENDA

SEP 16 2019

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 9/10/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 9/10/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Grant Fund	Fund 125			0
JAG Grant Revenue	125-40000.44725	0	(108,107)	(108,107)
JAG Grant Equipment	125-52605.400	0	35,092	35,092
JAG Grant LE Equipment	125-52605.592	0	73,015	73,015
				0
LIWAP18 Grant Revenue	125-40000.44781	(25,000)	(62,201)	(87,201)
LIWAP18 Program Exp	125-56702.238	25,000	62,201	87,201
				0
LIWAP19 Grant Revenue	125-40000.44786	0	(68,834)	(68,834)
LIWAP19 Program Exp	125-56705.238	0	68,834	68,834
				0
DOE18 Grant Revenue	125-40000.44783	(61,247)	(68,939)	(130,186)
DOE18 Program Exp	125-56707.238	61,247	68,939	130,186
				0
DOE19 Grant Revenue	125-40000.44782	0	(113,065)	(113,065)
DOE19 Program Exp	125-56708.238	0	113,065	113,065
				0
Eastwood Villa Grant	125-40000.44784	0	(190,860)	(190,860)
Eastwood Villa Program	125-56713.238	0	175,500	175,500
Eastwood Villa Adm.	125-56713.499		15,360	15,360
TOTAL		\$ 0	\$ 0	\$ 0

JUSTIFICATION: Adjust Grant Budgets for 2019.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

SEP 16 2019

Request Number: 4

DEPARTMENT:	<u>Detention Facility</u>	REQUESTED BY: Sonja Pritchett	9/10/19
		<u>Elected Official/Dept. Head</u>	<u>Date</u>

FINANCE REVIEW:	REVIEWED BY:	<u>Sherrill Thomas</u>	<u>9/10/19</u>
		Finance Director	Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo	
Agenda	✓

COUNTY COMMISSION APPROVAL:

Administrator
Date

[illegible]

JUSTIFICATION: To realign the budget to cover inmate medical contract overages, other operating expense and the purchase of scanning equipment.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

SEP 16 2019

DEPARTMENT: FINANCE REQUESTED BY: Sherrill Thomas 8/29/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/29/18
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Copy Machine Rental	001-51110.223	2,700	30	2,730
Advertising	001-51110.253	325	(52)	273
Digital Cable	001-51110.259	180	22	202
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 3,205	\$ 0	\$ 3,205

JUSTIFICATION: Realign the budget to cover operating expense for FY 2019.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 7

AGENDA

SEP 16 2019

DEPARTMENT: Sheriff's Office REQUESTED BY: D. Cunningham 9/10/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 9/10/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Elected Official Salary	001-52110.111	100,229	24,820	125,049
Fixed Auto Allowance	001-52110.112	58,800	(12,600)	46,200
Salaries	001-52110.110	9,006,506	(96,566)	8,909,940
Overtime	001-52110.113	140,000	70,000	210,000
Extra Help	001-52110.115	17,654	(17,654)	0
Overtime Reimbursement	001-52110.117	(55,000)	(20,000)	(75,000)
College Incentives	001-52110.143	15,000	52,000	67,000
				0
Electricity	001-52110.244	32,000	686	32,686
Natural Gas	001-52110.245	5,000	1,900	6,900
Water and Sewer	001-52110.246	2,500	171	2,671
Telephone	001-52110.251	25,000	2,770	27,770
Cellular Service	001-52110.255	119,000	(10,527)	108,473
Other Comm Service	001-52110.256	130,000	5,000	135,000
				0
				0
				0
				0
				0
				0
TOTAL		\$ 9,596,689	\$ 0	\$ 9,596,689

JUSTIFICATION: Realign the budget to cover salary and benefit categories and to realign operating expenses to coverage overages.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 4

AGENDA

SEP 16 2019

DEPARTMENT: Youth Facility REQUESTED BY: Brandi K. Alexander 9/10/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 9/10/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	001-52602.110	3,451,095	(70,000)	3,381,095
Extra Help	001-52602.115	40,000	70,000	110,000
Medical and Dental Serv	001-52602.158	0	28,000	28,000
Transportation expense	001-52062.166	30,000	(30,000)	0
Electricity	001-52602.244	144,000	23,400	167,400
Natural Gas	001-52602.245	23,000	16,600	39,600
Water and Sewer	001-52602.246	17,000	8,220	25,220
Telephone	001-52602.251	25,000	200	25,200
Direct Support	001-52602.290	15,000	(15,000)	0
Administration Expense	001-52602.499	198,000	(60,564)	137,436
Other Equipment	001-52602.591	0	29,144	29,144
DYS:				0
Uniforms	001-52603.203	2,500	(1,600)	900
Repair & Maintenance	001-52603.234	5,000	3,000	8,000
Postage	001-52603.252	4,000	2,300	6,300
Cellular Service	001-52603.255	30,000	(3,700)	26,300
				0
				0
				0
				0
TOTAL		\$ 3,984,595	\$ 0	\$ 3,984,595

JUSTIFICATION: To realign the budget to cover expense through September 30, 2019.

POSITION FILL REQUEST- BUDGETED VACANCY

SEP 16 2019

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

POSITION INFORMATION:

Position Title Corrections Office Trainee
 Position Number 500419169 (replace M. Manuel)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date September 23, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 8/30/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/03/2019

Sherrill Thomas

Finance Director

Date 9/4/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Sonja Pritchett, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee

Position Number 500419222 (Replace O Woody)

Pay Grade PCT Pay Range \$31,299

Proposed Effective Date September 23, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 09/05/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/05/2019

Sherrill Thomas

Finance Director

Date 9/9/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Maintenance Mechanic
 Position Number 500748003 (Replace S. Ocallaghan)
 Pay Grade S09 Pay Range 34,109-50,965
 Proposed Effective Date September 23, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 08/19/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/11/2019

Sherrill Thomas

Finance Director

Date 9/12/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: District Attorney
 DEPARTMENT HEAD: Daryl D. Bailey
 SUPERVISOR: Anna Langford

POSITION INFORMATION:

Position Title Legal Support Assistant
 Position Number 408020026
 Pay Grade A05 Pay Range \$32,318 - \$48,286
 Proposed Effective Date September 23, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Daryl D. Bailey

Department Head

Date 09/03/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/05/2019

Sherrill Thomas

Finance Director

Date 9/5/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Engineering Bridge
 DEPARTMENT HEAD: George Speake
 SUPERVISOR: Timothy Dicks

POSITION INFORMATION:

Position Title County Road Equipment Operator I
 Position Number 660551003 -Replacing T Shepherd
 Pay Grade S04-1 Pay Range 26,096 - 38,992
 Proposed Effective Date September 9, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

George Speake

Department Head

Date 08/30/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 08/30/2019

Sherrill Thomas

Finance Director

Date 9/4/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Probate
 DEPARTMENT HEAD: Judge Steven L. Reed
 SUPERVISOR: Jamyla Philyaw

POSITION INFORMATION:

Position Title Assistant Tag and License Supervisor
 Position Number 750053056
 Pay Grade A05 Pay Range \$32,318-\$48,286
 Proposed Effective Date October 7, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Judge Steven L. Reed Date 8/29/19
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/30/2019
 Employee Benefit Manager

Sherrill Thomas Date 9/4/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

SEP 16 2019

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

POSITION INFORMATION:

Position Title Deputy Sheriff Lieutenant
Position Number 550434085 (Replace L Persky)
Pay Grade PS4 Pay Range \$63,123-\$73,546
Proposed Effective Date September 30, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date September 4, 2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/04/2019
Employee Benefit Manager

Sherrill Thomas Date 9/5/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

SEP 16 2019

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

POSITION INFORMATION:

Position Title Deputy Sheriff Sergeant
Position Number TBD
Pay Grade PS3 Pay Range \$54,122-\$66,733
Proposed Effective Date October 7, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date September 4, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/04/2019

Sherrill Thomas

Finance Director

Date 9/5/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

SEP 16 2019

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title Public Safety Communications Dispatcher

Position Number 550483002 Replace S McInvale

Pay Grade A05 Pay Range \$32,318 - \$48,286

Proposed Effective Date September 23, 2019

Type of Hire (☒) New (☐) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date September 3,, 2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 09/03/2019

Sherrill Thomas

Finance Director

Date 9/4/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Brandi K. Alexander

SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer (to replace R Taylor)

Position Number 900300008 - gender specific male

Pay Grade PC1 Pay Range \$32,597 - \$48,705

Proposed Effective Date October 7, 2019

Type of Hire (☐) New (☒) Promotional

Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander/lp Date 9/5/2019

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/05/2019

Employee Benefit Manager

Finance Director

Date _____

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

SEP 16 2019

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility
 DEPARTMENT HEAD: Brandi K. Alexander
 SUPERVISOR: Brandi K. Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer (to replace Hutchinson)
 Position Number 910300004 - gender specific female
 Pay Grade PC1 Pay Range \$32,597 - \$48,705
 Proposed Effective Date October 7, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander/lp Date 9/5/2019
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 09/05/2019
 Employee Benefit Manager

Sherrill Thomas Date 9/5/2019
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 27

AGENDA

SEP 16 2019

Date: September 3, 2019
To: Donald L. Mims, Administrator
From: Donald L. Mims
Re: Approval for the following travel:

Destination: Prattville, Alabama (Marriott Legends at Capitol Hill)
Departure Date: October 9, 2019 Return Date: October 10, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the (ACCA) CGEi Overview of County Government

Traveler (s) Name: 1. Loretta Burns 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$221.12 Advance Registration Required: \$185.00
Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$185 Mileage \$37.12
All Expense will be incurred in the 2020 Budget

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

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$221.12 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265 (ex: 000-00000-000)</u>
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$33,900.00</u>
Approved Requests:	<u>\$33,848.47</u>
Budget Available:	<u>\$51.53</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$51.53</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 9/3/2019
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

SEP 16 2019

Date: September 11, 2019
To: Donald L. Mims, Administrator
From: Chief Clerk Octavius Jackson
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: October 30, 2019 Return Date: October 31, 2019
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the 2019 Election Conference for Probate Judges

Traveler (s) Name: 1. Octavius Jackson 4. _____
2. Darryl Parker 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,465.98 Advance Registration Required: \$600.00

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

Additional Comments: Mileage = \$154.28 Meals \$75 x 2 (days) = \$150 x 2 = \$300
Registration - \$300 per person = \$600 Hotel - \$205.85 per night per person = \$411.70
ALL EXPENSE WILL BE INCURRED IN THE 2020 BUDGET

To: Chief Clerk Octavius Jackson

From: Donald L. Mims, Administrator

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,465.98 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$17,000.00</u>
Approved Requests:	<u>\$9,372.99</u>
Budget Available:	<u>\$7,627.01</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$7,627.01</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/12/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

SEP 16 2019

Date: 09/11/2019
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Approval for the following travel:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)
Departure Date: 10/09/2019 Return Date: 10/10/2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend CGEI CROAA: Business Licenses, Tags & Other Local Revenue. Attendee Will Earn 12 CPE Hours That Will Apply Toward Her Initial CCRO Certification Requirements.

Traveler (s) Name: 1. Barbara Brouillard 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☒

Private Vehicle

☐

Commercial Air

☐

Other (Specify)

☐

Total (est.) Cost: \$242.12 Advance Registration Required: \$185.00
Department Name: Tax & Audit Fund Name: 001-51800-265
Additional Comments: Advance Online Registration Fee \$185.00; Mileage \$37.12. Meals \$20.00.
CROAA Class Sponsored By The ACCA.
NOTE: FUNDS TO BE TAKEN FROM FY2020 BUDGET.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$242.12 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,850.00</u>
Approved Requests:	<u>\$8,362.86</u>
Budget Available:	<u>\$4,487.14</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$4,487.14</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/12/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 51

AGENDA

SEP 16 2019

Date: September 9, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Tuscaloosa, AL
Departure Date: October 30, 2019 Return Date: October 31, 2019
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend Alabama Joint Election Conference

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

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

Total (est.) Cost: \$1,500.00 Advance Registration Required: \$790.00

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

Additional Comments: _____
All Expense will be incurred in the 2020 budget.

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

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$1,500.00 and advance registration of \$790.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$37,590.00</u>
Budget Available:	<u>\$2,410.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$2,410.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/10/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

SEP 16 2019

Date: 9/5/2019
To: Donald L. Mims, Administrator
From: Holly Leverette, Director of RM
Re: Approval for the following travel:

Destination: Brentwood Tennessee
Departure Date: 10/7/2019 Return Date: 10/9/2019
Conference Leave (Days / Hours): 3 days
Purpose of Travel: CareHere Symposium

Traveler (s) Name: 1. Holly Leverette 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$630.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: _____
All Expense will be incurred in FY 2020

To: Holly Leverette, Director of RM

From: Donald L. Mims, Administrator

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$630.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$12,000.00</u>	
Approved Requests:	<u>\$457.72</u>	
Budget Available:	<u>\$11,542.28</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$11,542.28</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/5/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 6

AGENDA

SEP 16 2019

Date: September 3, 2019
To: Donald L. Mims, Administrator
From: Phil Bryant-Exec. Director
Re: Approval for the following travel:

Destination: 4255 Taylor Road Montgomery AL 36116
Departure Date: September 19, 2019 Return Date: September 19, 2019
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend Law Enforcement Summitt

Traveler (s) Name: 1. Jeffery Solomon 4. _____
2. Demetric Shipman 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: Phil Bryant, Executor Director

From: Donald L. Mims, Administrator

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,900.00</u>	
Approved Requests:	<u>\$2,091.42</u>	
Budget Available:	<u>\$1,808.58</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$1,808.58</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/3/2019

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 7

AGENDA

SEP 16 2019

Date: September 9, 2019
To: Donald L. Mims, Administrator
From: Phil Bryant-Executor Director
Re: Approval for the following travel:

Destination: 300 Dexter Avenue Montgomery, AL 36106
Departure Date: September 23, 2019 Return Date: September 23, 2019
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend Veteran Enhancement Training (AOC)

Traveler (s) Name: 1. Demetric Shipman 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: Phil Bryant, Executor Director

From: Donald L. Mims, Administrator

The above request is app. 9/16/19 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,900.00</u>	
Approved Requests:	<u>\$2,091.42</u>	
Budget Available:	<u>\$1,808.58</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$1,808.58</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/10/2019

cc: Finance Director / Buyer

SEP 16 2019

September 16, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Digital Information Cooperative Agreement

Attached hereto, please find the Digital Information Cooperative Agreement with the Alabama Department of Transportation. Acceptance of the agreement will bring a grant of \$10,000 to be applied towards the 2018/2019 countywide aerial photography project.

As the grant is time sensitive, I am requesting to waive rules for the approval of the Digital Information Cooperative Agreement with the Alabama Department of Transportation.

RTG

Attachment



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

July 29, 2019

John R. Cooper
Transportation Director

Montgomery County Courthouse
Revenue Commission
P. O. Box 1667
Montgomery, Al 36102-1667

Attention: Janet Buskey

RE: Mapping Agreement

Ms. Buskey,

Attached please find a copy of our Digital Information Cooperative Agreement. The total grant amount for this agreement is \$12,500. The Alabama Department of Transportation (ALDOT) will provide \$10,000.00 (80%) of these funds with the remaining \$2,500 (20% match) coming from the funds the county is utilizing for this project.

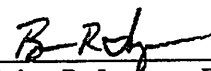
Please review these documents thoroughly. If Montgomery County is in acceptance of these terms, please complete, notarize, and return the Agreement, the Resolution, and the Estimate of Expenditures to this office, Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

Steven E. Walker, PE
State Design Engineer

BY:


Brian R. Ingram, PE/PLS
Location Engineer

SEW /BRI/kmf
Attachment

C: Todd Grant
File

ALABAMA DEPARTMENT OF TRANSPORTATION

COUNTY COMMISSION of MONTGOMERY COUNTY
Governing Board

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location: MONTGOMERY, AL Project Number: SPR 0001 (062)

For Period as Listed From: 1/15/2019 to 9/30/2019 Estimate No.: 1F
Invoice Date: _____ Invoice No. 5168842062-01F

Description of Work	Unit	Unit Price	This Month		To Date	
			Quantity	Amount	Quantity	Amount
ACQUISITION OF 1"= 100' SCALE OF DIGITAL ORTHO-PHOTOGRAPHY AND UPDATED MAPPING OF COUNTY						\$12,500.00
Total Construction Cost						\$12,500.00
Less % Retainage						
Sub Total						
Plus Eng. & Insp.	Previous	Current	To Date			
Preliminary Engineering						
Construction Engineering						
Total Eng. & Insp.						
Total Construction & Engineering Cost						\$12,500.00
Less Previous 20% Payment(s) by County						\$2,500.00
Less Deduction(s)						
Net Amount of Current Participation						
Amount Claimed 80%						\$10,000.00

I certify this estimate to be correct, due and unpaid.

We hereby accept this estimate as being correct, due and unpaid.

Authorized County Official

STATE OF ALABAMA County of

Sworn and Subscribed to before me this _____ day of

2019 .

Final Estimate Only

Approved: _____

State Design Engineer

Notary of Public

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the ____ day of _____, 2019 by and between the Montgomery County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Montgomery County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a) "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b) "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2019 computerized mapping project.

1.02 The County has entered into a contract in the approximate amount of \$ 479,086 to acquire 1"=100' scale digital ortho-photography and updated mapping and planimetrics of the County. The aerial photography and resulting data will be collected in accordance with

the Alabama Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for federal grant in the amount of **\$12,500** to be applied toward the completion of the 2019 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor..
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$10,000**) and the county will provide the remaining 20% (**\$2,500**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost. -
- (c) The COUNTY shall provide the ALDOT a copy of their 2019 Consultant contract with Eagle View.
- (d) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2019 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2019. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2019, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in according with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date hereof and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. The county may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. By entering into this Agreement, the COUNTY COMMISSION is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY COMMISSION is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

Section 10. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

SEAL:

ATTEST:

MONTGOMERY COUNTY, ALABAMA

(Notary Signature)

County Commission, Chairman

Type Name

Type Name (County Commission Chairman)

**THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**

Chief Counsel, William F. Patty
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

State Design Engineer, Steven E. Walker, PE
Alabama Department of Transportation

Chief Engineer, Don T. Arkle, PE
Alabama Department of Transportation

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

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this
___ day of _____, 2019.

Governor of Alabama, Kay Ivey

RESOLUTION NUMBER _____

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

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2019 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this ____ day of _____, 2019.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the ____ day of _____, 2019, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this ____ day of _____, 2019.

County Clerk

SEAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

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

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

AGENDA

SEP 16 2019

August 14, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Arboretum

At the Commission meeting on March 25, 2019, the Commission authorized Parks and Recreation Director James Williams to move forward with discussions with MPS to partner for the use and improvement of the Arboretum as an educational, environmental and recreational resource for MPS students and all citizens of Montgomery County. As a result of numerous meetings with James and representatives of MPS, MPS issued the attached memo to outline the agreements and responsibilities of both parties.

Under the proposed lease agreement, the Montgomery County Commission (MCC) will enjoy use of the Arboretum for community events and programs for the citizens of Montgomery County. In return, MCC will provide volunteers to host the fourth grade field trips, which the Montgomery County Extension Service has agreed to do. In addition, MCC must perform minimum repairs and maintenance and provide outdoor seating and portable toilets for larger events scheduled by MCC. General Services Director Lamar Allen has inspected the property and believes that the requested maintenance and repairs are reasonable and can be performed at minimal expense.

James believes the Arboretum can be used as an additional site for summer programs and senior activities. In addition, the Arboretum can be made available for community events, family reunions, and special events hosted by Parks and Rec. James would like to discuss the partnership with the Commission at its meeting on August 19, 2019, and request that the lease agreement be placed on the next agenda.

MPS ARBORETUM
COST ESTIMATES

1. PAINT AND LABOR TO PAINT THE MAIN BUILDING:
Material and Labor: \$865.00
 - Remove flaking paint, clean and prep walls as needed for painting
 - Paint walls as needed to blend with existing wall color
2. REPAIR/REPLACE BROKEN TOILETS:
Material and Labor: \$1,348
 - Replace 3 toilets (Pulling 3 existing toilets, making repairs/prep as needed for installing 3 new toilets.
 - Rebuilding flush valves and replacing tank bolts on 3 existing toilets/urinal.
3. HVAC CHECK AND TUNE-UP – County Commission HVAC staff have reviewed the system and said that all is good
4. HANDWASHING STATIONS (2)
 - \$75.00 Each x 2 = \$150
5. PORTA TOILETS (2)
 - \$130 Each x 2 = \$260
6. PICNIC TABLES - Ultracoat Thermoplastic Coated Benches
 - \$700 Each x 2 = \$1,400
7. BLEACHERS
 - \$2,055 Each x 2 = \$4,110

TOTAL: \$8,133

The Montgomery County Parks and Recreation Department proposes to use the MPS Arboretum for the following workshops and events:

- Saturday farmers' market with short presentation related to health and wellness, even food demonstrations
- Senior citizen workshops (combine senior centers in the vicinity for monthly or bi-monthly sessions)
- Natural resources workshops with youth
- STEM workshops with youth
- Family Day/Family Fun Day events



Montgomery County Board of Education

307 South Decatur Street • P.O. Box 1991 • Montgomery, AL 36102-1991

Phone (334) 223-6700 • Fax (334) 269-3076

www.preparingstudentsforlife.com

MONTGOMERY PUBLIC SCHOOLS

MEMO

To: James Williams, Director
From: Kristy Hatch, Educational Specialist *KH*
Through: Ann Roy Moore, Superintendent *ARM*
Date: July 23, 2019
Re: MPS Arboretum

Montgomery Public Schools is pleased to continue discussions regarding the partnership between Montgomery County Parks and Recreation for the use and improvement of the MPS Arboretum. To facilitate in this partnership, this memo should serve to further outline the agreements on both parties.

Montgomery Public Schools will maintain the grounds of the facility during the summer months and the Montgomery County Commission will maintain the grounds (grass cutting, tree/limb maintenance, etc.) from August to May each year.

Montgomery Public Schools will maintain the utilities and general maintenance of the facility.

Both parties will enter into a lease/rental agreement, but at no monthly cost.

Montgomery Public Schools will have first choice in scheduling events on the property and the Montgomery County Commission will schedule access to the property through the MPS point of contact.

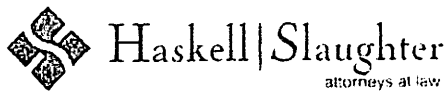
In exchange for use of the facility, MPS asks the Montgomery County Commission to provide the following:

- Paint and labor to paint the main building
- Repair/replace broken toilets
- HVAC check and tune-up
- Picnic Tables
- Bleacher type seating
- Hand Washing Stations (2)
- Use of a suitable Port-a-Let for events for large groups

The Montgomery County Commission will also provide volunteers (who have cleared a background check) to host the fourth grade field trips as scheduled.

Montgomery Public Schools will provide keys and security codes for up to four people from the Montgomery County Commission.

Additional discussion and decisions will be forthcoming, but this memo will pave the way to a long and fruitful relationship to ensure the use and enjoyment of the MPS Arboretum.



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

MEMORANDUM

September 11, 2019

TTLG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Lease/Rental Agreement with the Montgomery County Board of Education regarding the Montgomery Public Schools Arboretum

I have reviewed your memorandum of September 9, 2019, and all documents contained therein.

The memorandum to James Williams from the Montgomery County Board of Education ("Board") on July 23, 2019, is more of a proposal for a lease agreement between the MCC and the Board. When the final agreement is agreed on between the parties then I suggest the following:

- (1) The lease should be between the Montgomery County Commission and the Montgomery County School Board;
- (2) A joint indemnification clause needs to be added that make the MCC only liable for acts it or its employee and/or volunteers are responsible for and vice versa for acts the Board or its employees or volunteers commit; and
- (3) MCC's Dispute Resolution needs to be included.

If the above covenants are added and I can review the final Lease Agreement, then I see no problem. I will issue my final opinion upon receiving the final documents.

50051-317

1 STATE OF ALABAMA)

2 COUNTY OF MONTGOMERY)

3 MONTGOMERY PUBLIC SCHOOLS STANDARD LEASE/RENTAL AGREEMENT

4 This agreement is made and entered into by and between Montgomery County Board of
5 Education, (hereinafter called the Lessor), and Montgomery Parks and Recreation (hereinafter called the
6 Lessee) both acting through their undersigned duly authorized representatives.

7 WITNESSETH: That for in consideration of the respective covenants and agreements herein
8 expressed and of the faithful performance by Lessee of all said covenants and agreements, Lessor does
9 hereby lease unto Lessee and Lessee hereby rents from the Lessor the Montgomery Public Schools
10 Arboretum located in the County of Montgomery, Alabama (hereinafter referred to as Leased Premises)
11 to be used by the Lessee for the purpose of Community events and programs for the citizens of
12 Montgomery County and for no other purpose whatsoever, without the express written consent of
13 Lessor endorsed on or attached to this Lease Agreement, for and during the term commencing at
14 12:00pm on the 1st day of August 2019, and terminating at 12:00pm on the 31st day of July 2020.

15 The Lessor hereby promises and agrees:

16 To permit Lessee upon, faithful performance of the terms of this Lease, to peaceably have, hold
17 and enjoy the use of the Leased Premises for the term and purposes described above.

18 To furnish at Lessor's expense, gas for the heating system, electricity for lights and power and
19 water for drinking and sanitary restrooms. Lessor's air cooling system, if such system is existent, will also
20 be operated at Lessor's expense during the season when deemed necessary for comfortable use of the
21 Leased Premises. The extent of the use of utilities as are necessary for ordinary and comfortable use of
22 the Leases Premises shall be determined by the agent designated by the Montgomery County Board of
23 Education to supervise such use. Lessor shall not be responsible for any unavoidable delays, accidents,
24 and failures of public utility services. Lessor will not furnish ticket sellers, ticket takers, ushers, spot light
25 operators, security personnel, policemen, or firemen and all compensation paid to individuals for
26 performing these types of services shall be paid by the Lessee.

27 The Lessee hereby promises and agrees:

28 To pay Lessor rent for the use of the Leased Premises in the sum of \$0.00. Said rent to be paid
29 as follows: Due on the first day of agreement.

30 To pay such sum or sums to Lessor in lawful currency of the United States of America or by
31 certified or cashier's check.

32 To keep the Leased Premises clean and generally cared for during the term of the lease, with the
33 exception of the cleaning services which are regularly provided by the Lessor's custodial staff.

34 To quit and surrender the Leased Premises to Lessor at the end of the term of this Lease in the
35 same condition as at the date of the commencement of this lease, excepting ordinary use and wear and
36 damages caused by the elements or acts of God.

37 To abide by and conform to all rules and regulations from time to time adopted or prescribed by
38 the Lessor, for the operation and management of the Lease Premises.

39 To save the Montgomery County Board of Education harmless and to indemnify it against any
40 claims or liability arising or resulting from any injury to the Lessee, its agents, servants or employees or
41 to any property, visitor, spectator, or participant in any activity by reason of the occupancy and use of
42 said premises under this lease agreement, regardless of entrance gained to said Leased Premises by paid
43 admissions, by pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge
44 of Lessor or Lessee.

45 This agreement is made and entered into upon the following express covenants and conditions,
46 all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and
47 to perform:

48 That Lessee will comply with the laws of the United States of America and of the State of
49 Alabama, and ordinances of the City of Montgomery, and all rules and requirements of the police and
50 fire departments or other municipal authorities of the City of Montgomery, and will obtain and pay for
51 all necessary permits and licenses, and will not do or suffer to be done anything on said premises during
52 the term of this Lease in violation of any such laws, ordinances, rules or requirements, and if the
53 attention of Lessee is called to any such violation on the part of the Lessee or of any person employed
54 by or admitted to the Leased Premises by Lessee, Lessee will immediately desist from and correct such
55 action.

56 That Lessee shall not injure, nor mar, nor in any manner deface or otherwise damage the Leased
57 Premises, or other buildings on the Leased Premises or the grounds of the Leased Premises and will not
58 drive or permit to be driven nails, hooks, tacks or screws into any part of the Leased Premises and will
59 not make or allow to be made any alterations of any kind therein or on the grounds or premises thereof.

60 That if the Leased Premises, appurtenant buildings or grounds or any portion thereof are
61 damaged by the act, default or negligence of the Lessee, or Lessee's agents, employees, patrons, guest,
62 or any person admitted thereto by Lessee, Lessee will pay to the Lessor upon demand such sum as shall
63 be necessary to restore said Leased Premises, other buildings or grounds to its present condition.
64 Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to
65 the Leased Premises by the consent of the Lessee, and the Lessee agrees to have on hand at all times, at
66 its own expense, such police force and/or certified security personnel and Fire Marshal as is deemed
67 necessary by the Chief of Police or the Chief of the Fire Department of the City of Montgomery or by the
68 Lessor to maintain order and to protect persons and property.

69 Any chairs or other type seats in addition to the permanent seating equipment of the Leased
70 Premises which may be needed or used by Lessee shall be furnished by Lessee.

71 That Lessee will permit no chair or movable seat to be or remain in the passageways and will
72 keep said passageways clear at all times.

73 That Lessee will not post nor allow to be posted or exhibited signs, advertisements, show bills,
74 posters, or cards of any description inside or in front or on any part of said building except upon regular
75 bill-boards provided by the Lessor therefore, and will use, post or exhibit only such signs,
76 advertisements, show bills, posters or cards upon said bill-boards as related to the performance or
77 exhibition to be given on the Leased Premises. That Lessee shall take down and remove all signs,
78 advertisements, show bills, posters or cards objected to by Lessor.

79 That no performance, exhibition, or entertainment shall be given or held in the Leased Premises
80 which shall be objected to by the Lessor.

81 That Lessee shall not admit into the Leased Premises a number of persons larger than the official
82 seating capacity will accommodate or that can safely and/or freely move about therein.

83 That Lessor reserves the right through its representatives to eject any objectionable person or
84 persons from said building and upon the exercise of this authority through its agents, or policemen.
85 Lessor reserves the right to be present at all times during the Lessee's use of the Leased Premises.

86 That Lessor reserves the right to remove all property of the Lessee remaining on the Leased
87 Premises after the termination of this Lease at the expense of the Lessee.

88 That no portion of the sidewalks, entries, vestibules, halls or stairways or access to public
89 utilities of said building shall be obstructed by the Lessee or used for any purposes other than for ingress
90 or a egress from the Leased Premises. The doors, entrances, stairways, or openings that reflect or
91 admit light into any place in the building including hallways corridors, and passageways, also heating
92 appliances and lighting attachments, shall not be covered or obstructed by the Lessee. The rest rooms
93 and equipment shall not be used for any purpose other than that for which they were constructed, and
94 no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting
95 to harm from misuse of any nature or character whatever shall be paid for by the Lessee.

96 That in the event the said Leased Premises or any part thereof shall be destroyed or damaged by
97 fire or any other cause or if any other casualty or unforeseen circumstances shall render the fulfillment
98 of this Lease by either party impossible, the Lease shall terminate and the Lessee shall pay rental for the
99 Leased Premises only up to the time of such termination. The Lessee hereby waives any claim for
100 damages or compensation should this Lease be terminated because of one of the aforementioned
101 circumstances.

102 That the Leased Premises and the keys thereto shall be at all times under the charge and
103 control of the agents of the Montgomery County Board of Education.

104 That Lessee further agrees that if any default is made in the payment of the rent or any part
105 thereof at the times above specified, or if any default is made in the covenant or agreement contained
106 herein, this letting and relation of landlord and tenant shall cease and terminate at the option of the

107 Lessor. The Lessor may remove all persons and property belonging to the Lessee from the Leased
108 Premises and institute whatever legal action which may be appropriate to recover the payment of the
109 rental fee, liquidated damages and attorney's fees.

110 That Lessee hereby waives all rights under the Constitution and the laws of the State of Alabama
111 or any other state to claim personal property exemption for any liability, debt or obligation arising under
112 this lease contract.

113 That any sum due to the Lessor from the Lessee for the use of the Leased Premises or any
114 accommodations, service or material shall be first lien on the box office receipts of the Lessee.

115 Lessee shall upon request for the Lessor permit the Lessor or its agents to review and check all
116 admission tickets as received by the Lessee from the printer in the original package prior to any ticket
117 sales so the Lessor may accurately determine the exact number of admission tickets that will be offered
118 for sale by Lessee.

119 That Lessee will not assign this Lease or sublet the Leased Premises without the written and
120 endorsed consent of the Lessor.

121 That any matters not herein expressly provided for shall be at the discretion of the Montgomery
122 County Board of Education, and that the terms and conditions of this Lease cannot be varied, amended,
123 changed or otherwise altered unless such changes are in writing and attached hereto as an
124 endorsement.

125 IN WITNESS WHEREOF, Lessor by its designated agents and Lessee by its undersigned authorized
126 representative have caused this information to be executed by affixing their respective signatures and
127 seals on this the _____ day of _____, 20_____.

128

129 MONTGOMERY PUBLIC SCHOOLS

LESSEE

130 By: _____

By: _____

131 Building Principal

Title: _____

132

133 Approved By: _____

134 Asst. Superintendent of Operations

135

136

Montgomery Public Schools Arboretum Field Trip
Fourth Grade Schedule
2019-2020

Date of Trip	School (# Students in grade level)	Date of Trip	School (Student/Teacher)
9/17 Tuesday Trip A	Bear (82)	3/10 Tuesday Trip A	Garrett (88)
9/17 Tuesday Trip B	Bear (82)	3/10 Tuesday Trip B	Garrett (88)
9/18 Wednesday Trip A	Blount (60)	3/11 Wednesday Trip A	Halcyon (90)
9/18 Wednesday Trip B	Blount (60)	3/11 Wednesday Trip B	Halcyon (90)
9/19 Thursday Trip A	Brewbaker Inter (216)	3/12 Thursday Trip A	Highland Gardens (79)
9/19 Thursday Trip B	Brewbaker Inter (216)	3/12 Thursday Trip B	Highland Gardens (79)
9/20 Friday Trip A	Brewbaker Inter (216)	3/13 Friday Trip A	Johnson (68)
9/20 Friday Trip B	Brewbaker Inter (216)	3/13 Friday Trip B	Johnson (68)
9/24 Tuesday Trip A	Carver Elem (75)	3/24 Tuesday Trip A	King (36) all
9/24 Tuesday Trip B	Carver Elem (75)	3/24 Tuesday Trip B	Southlawn (40) all
9/25 Wednesday Trip A	Catoma (55)	3/25 Wednesday Trip A	MacMillian (56)
9/25 Wednesday Trip B	Catoma (55) remainder and Dunbar/Ramer all	3/25 Wednesday Trip B	MacMillian (56)
9/26 Thursday Trip A	Chisholm (88)	3/26 Thursday Trip A	Morningview (88)
9/26 Thursday Trip B	Chisholm (88)	3/26 Thursday Trip B	Morningview (88)
9/27 Friday Trip A	Crump (100)	3/27 Friday Trip A	Nixon (79)
9/27 Friday Trip B	Crump (100)	3/27 Friday Trip B	Nixon (79)
10/1 Tuesday Trip A	Dalraida (119)	5/5 Tuesday Trip A	TS Morris (103)
10/1 Tuesday Trip B	Dalraida (119)	5/5 Tuesday Trip B	TS Morris (103)
10/2 Wednesday Trip A	Dannelly (107)	5/6 Wednesday Trip A	Vaughn Road (95)
10/2 Wednesday Trip B	Dannelly (107)	5/6 Wednesday Trip B	Vaughn Road (95)
10/3 Thursday Trip A	Davis (77)	5/7 Thursday Trip A	Wares Ferry (72)
10/3 Thursday Trip B	Davis (77)	5/7 Thursday Trip B	Wares Ferry (72)
10/4 Friday Trip A	FAAM (118)	5/8 Friday Trip A	Wilson (65)
10/4 Friday Trip B	FAAM (118)	5/8 Friday Trip B	Wilson (65)
10/8 Tuesday Trip A	Fitzpatrick (90)		
10/8 Tuesday Trip B	Fitzpatrick (90)		
10/9 Wednesday Trip A	Flowers (59) all		
10/9 Wednesday Trip B	Highland Avenue (64) all		

Trip A = 10:30 – 12:00
Trip B = 12:30 – 2:00

42-10



Partnership

Montgomery Public Schools

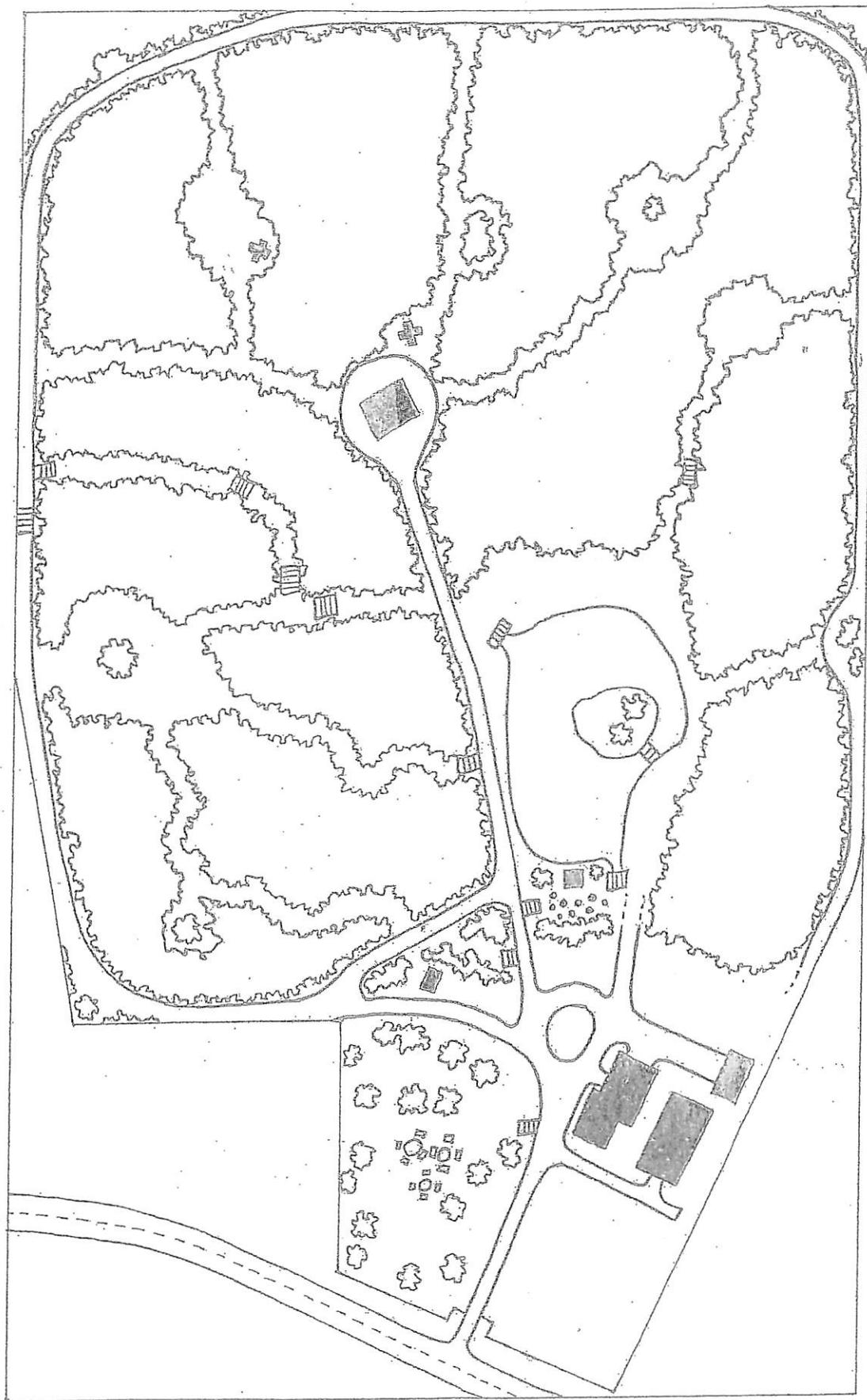
Montgomery County Parks and Rec

Montgomery County Extension Office

Montgomery County 4-H



Alabama 4-H
Alabama Cooperative Extension System



MPS Arboretum Nature Center

Mission Statement: The MPS Arboretum Nature Center provides outdoor experiences to students and adults through Education, Exploration and Physical Exercise. By engaging in public outreach to protect and preserve our forest ecosystem.

The MPS Arboretum Nature Center is 32 acres located at 1755 Hunterloop Road Montgomery, Alabama, off of Hwy 31 near Maxwell Air Force Base. It is open without charge to school groups and other educational organizations such as the Montgomery County Parks and Rec, Montgomery County 4-H, and Master Gardeners. The Arboretum has several paths that feature native trees, shrubs and wildflowers of the southeastern United States. There is a pond on the property where youth can fish and study water quality. There is an indoor classroom and a greenhouse to accommodate indoor activities when there is inclement weather. There is also a shaded area with tables and benches for picnicking.

The MPS Arboretum is in a sense an outdoor museum of trees.

Future utilization of the Arboretum:

Outdoor educational area for MPS students

Field trips for County Parks and Rec Youth

Fishing field days

Training facility for teacher in-service programs

Training for 4-H staff in research based curriculum

Sport fishing training

Outdoor skills training

Archery Range

Garden club meetings

University study area for students

Provide outdoor active recreational opportunities to the public

Revenue generating:

Weddings

Family Reunions

Outdoor venue for Public gathering



MPS School scheduled for the 5th grade fall Session

1,385 students

Bear 82 students

Blount 88 students

Brewbaker 216

Carver Elementary 75

Catoma 55 students

Pintlala 20 Students

Dunbar Ramer 12 students

Chisholm 88 students

Crump 113 students

Dalraida 119 students

Dannelly 107 students

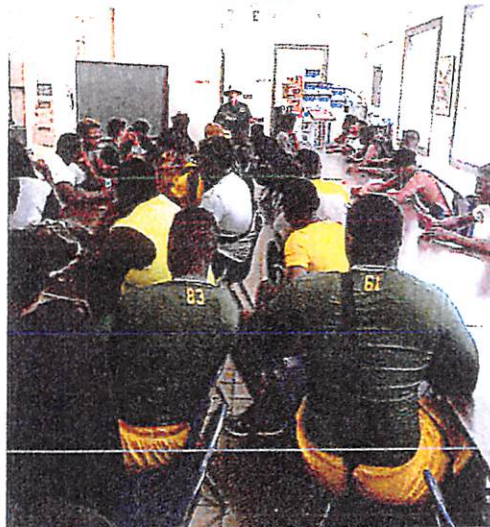
Davis 77 students

Forest Ave 118 students

Fitzpatrick 90 students

Flowers 59 students

Highland Ave 64 students



Arboretum Fall schedule

September 17-October 9, 2019

Trip A Morning schedule

10:30- 10:45: Introduction of Educators and Volunteers

10:45- 10:55 Travel to program area

10:55 – 11:25 Program I

11:25 – 11:30 Swap programs

11:30- 11:55 Program II

11:55-12:00 Prepare for lunch

12:00-12:20 Lunch

12:20 – 12:30 Load busses to return back to schools

Trip B Afternoon Schedule

12:30 – 12:45 Introduction of Educators and Volunteer

12:45 – 12:55 Travel to program area

12:55 – 1:25 Program I

1:25 – 1:30 Swap programs

1:30 – 1:55 Program II

1:55 – 2:00 Load busses return to schools

School Name: _____

MONTGOMERY PUBLIC SCHOOLS
OFFICE OF OPERATIONS
FAX # (334) 269-6158

**2019-2020 SCHOOL YEAR
VOLUNTEER/CHAPERONE
BACKGROUND CHECK REQUEST FORM**

This form is to be completed in order for you to volunteer/chaperone on the Montgomery County Board of Education campuses and to attend field trips. Please complete the entire form. Background checks will not be performed on individuals submitting incomplete forms. Please complete one form per volunteer/chaperone, even if you have more than one school or student.

TYPE OR PRINT LEGIBLY _____

Last Name

First Name

Middle Name

Maiden Name

Street

State

Zip Code

Complete SS#

Date of Birth

IF YOU FAIL TO ANSWER THE FOLLOWING QUESTION TRUTHFULLY YOU WILL NOT BE ALLOWED TO VOLUNTEER/CHAPERONE WITH THE MONTGOMERY PUBLIC SCHOOLS.

Have you ever been arrested, charged, or convicted OF A CRIMINAL OFFENSE (OTHER THAN A MINOR TRAFFIC OFFENSE)? YES
____ NO ____ If yes, please attach an explanation with details including dates, allegations, and dispositions.

I certify that the above information is true, correct and complete on this form. I hereby give the school system permission to complete a background investigation. This investigation may include such information as criminal or civil convictions and other offenses. Furthermore, I agree to abide by all policies and procedures as delineated in the Montgomery County Board of Education policy manual and to notify MPS if I am charged or convicted of any new violent offense or offense involving children during the 2019-2020 school year.

Information on this form will be used ONLY for purposes of completing the background check. You may not begin to volunteer/chaperone until your background information has been received, evaluated, and the school(s) have been notified you are cleared to serve as a volunteer/chaperone. Having a criminal history will not automatically prohibit you from serving as a volunteer/chaperone. Please direct any questions about this process to the Montgomery Public Schools Security Chief at (334) 230-0651.

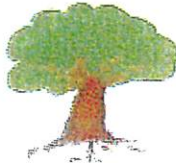
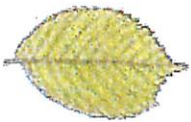
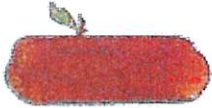
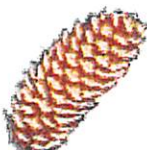
Signature _____ Date _____

FOR SCHOOL USE

Teacher _____ Student: _____

Scavenger Hunt- Nature Walk

Can you find all 20?

			
bird	tree roots	ant	spiderweb
			
green leaf	acorn	flower	log
			
two similar rocks	mushroom	squirrel	tall grass
			
stick that looks like a letter 'y'	flying bug	brown leaf	cloud
			
dandelion	animal footprints	wild berries	pine cone

www.thebirdfeeder.com

Connecting Kids to Nature

Nature is a great teacher! Try this outdoor activity - it's safe, fun, and educational. Project Learning Tree® activities build children's creative and critical thinking skills while they learn what the environment needs to remain healthy and sustainable.

Name that Tree

Download one of these free mobile apps to make identifying trees and the products they give us fun and educational for children and teens!

- LeafSnap - available only for iPhone
- vTree - available for Android and iPhone

Then, go outside and find an area with trees - it could be in your backyard, in a park, or along a street.

Ask "What characteristics can we use to identify trees?" Pick two different trees and have children observe the differences between the two. Here are some features of trees you could discuss: leaf type, tips and bottom shape, texture; twigs; fruits, flowers and seeds; bark and the overall tree shape.

Next, open the selected app and follow its instructions.

LeafSnap: Snap a picture of a leaf using your smartphone. The app will provide a list of possible tree species with accompanying photos to help you select the best match.

vTree: Provide your location and answer a few questions about the tree you want to identify. The app will provide a list of possible tree species and accompanying photos to help you identify the tree.

Write down the names and characteristics of the trees in the chart below.

Once back inside, search the internet for the tree name and the keyword "common uses" to find products or benefits provided by these trees, for example, fruits and nuts, medicinal products, and wood, and complete the last column of the chart.

Tree Identification Chart

Common Tree Name	Characteristics	Products and Benefits

Make Learning Fun!

Encourage your child's school to incorporate learning outdoors.

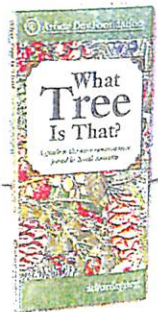
For more activity ideas and materials:

- Attend a PLT workshop, www.plt.org/state-network/
- Visit shop.plt.org

Literature Connection

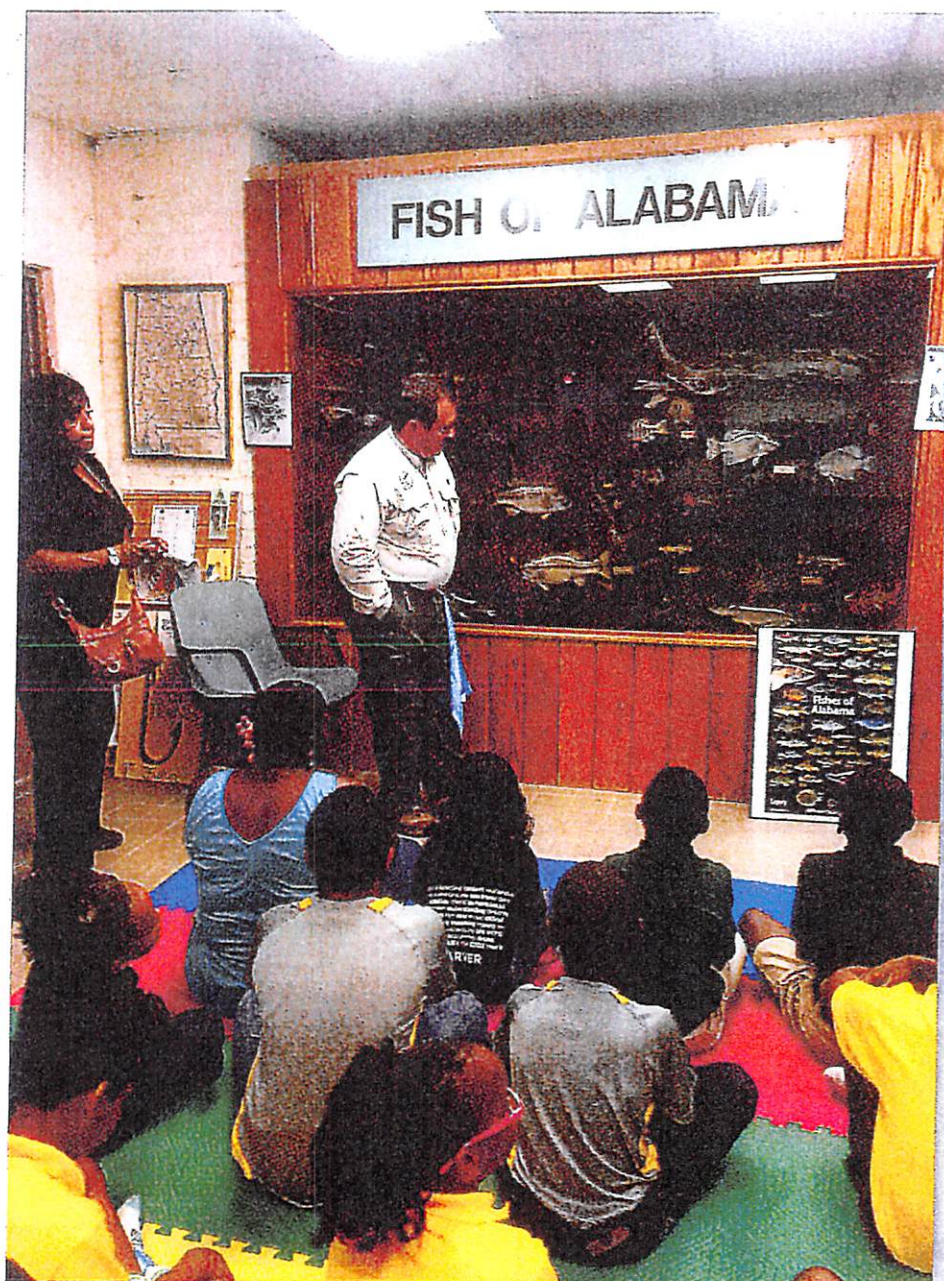
If you don't have a smartphone, use a free online tree identification guide, such as the one provided by the Arbor Day Foundation. Or, use a printed tree identification guide, for example:

What Tree Is That?
A Guide to the More
Common Trees Found
in North America
ISBN: 9780963465757



www.plt.org

Fishing and Aquatic Education activities



SECTION 2. USING THE TACKLE

CASTING

Casting is the skill of propelling a lure from the angler to the water. For spin-casting, spinning and baitcasting, the overhead cast is the easiest. First, the lure should hang one to three inches from the tip of the rod (Figure 23).

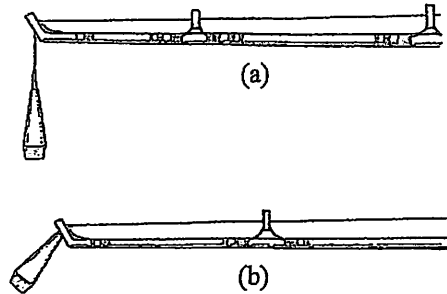


Figure 23. (a) The lure should hang 1 to 3 inches below the rod tip.
(b) Do not reel it completely to the top guide.

Begin the cast by pointing the rod where the cast is intended to go (9 o'clock position; Figure 24 and 25). Anglers should check behind them and above them to be sure it is clear of anglers and obstructions. In one fluid motion, move the rod to the 1 o'clock position and immediately bring the rod forward releasing the fishing line at the 12 o'clock position. Continue the follow-through to the 9 o'clock position with the rod pointing at the target (Figure 25). If the lure went too high and fell short, the fishing line should be held a little longer. If the lure went too low and fell short, the fishing line should be released sooner.

Figure 24. Aim: Begin the cast by pointing the rod tip directly at the intended target.

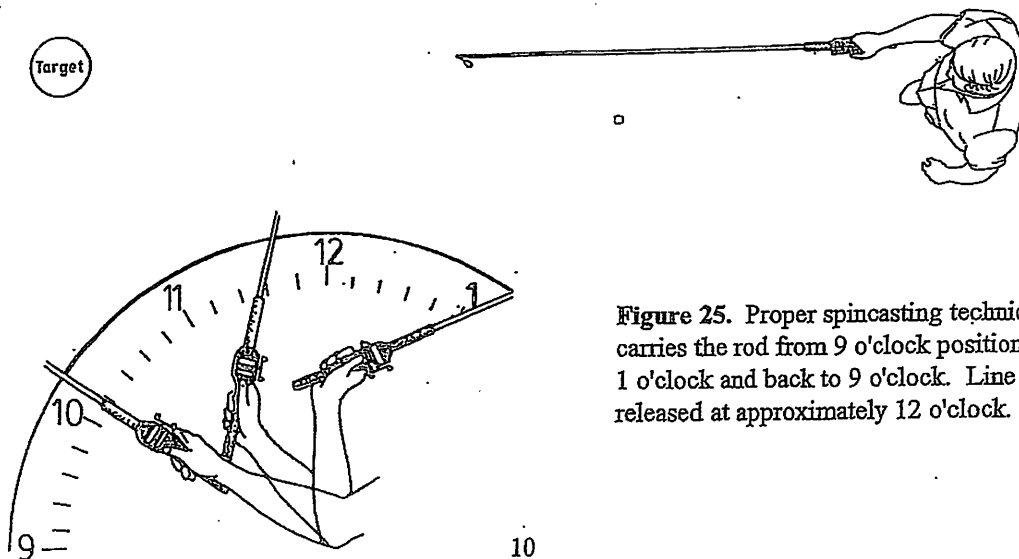


Figure 25. Proper spincasting technique carries the rod from 9 o'clock position to 1 o'clock and back to 9 o'clock. Line is released at approximately 12 o'clock.

Introduction to Macroinvertebrates:

What lives in our streams?

Fish, turtles, crawfish, etc...

Do you know what a dragonfly is? (*Or show a photo of dragonfly, and ask what it is*).

Where do you think dragonflies are born, and what do you think a "baby" dragonfly looks like? Where do you think they live?

Did you know that dragonflies actually start their lives under water!

When they live underwater they look like this: (*show picture of dragonfly nymph*).

Are you surprised?

Dragonflies go through a process we call metamorphosis.... (Egg – nymph – adult) (*show metamorphosis diagram*).

Dragonflies aren't the only creatures that do this... in fact there are a whole lot who do – stoneflies, damselflies, crane flies, etc.

Most of these bugs are included in a group of organisms we call benthic macroinvertebrates. What does this mean?

- Benthic? *Bottom dwelling*
- Macro? *Small but can be seen with the naked eye*
- Invertebrate? *No backbone*

Sometimes we just like to call them aquatic bugs for short. *Aquatic means they are live in the water.*

(*Show the macroinvertebrates cards*).

Do you think that you've been swimming where macroinvertebrates live? Creeks, streams, ponds....

What do you think about having aquatic bugs in your water?

- Cool? Yucky? Scary?

Would you believe me if I told you that having some of these aquatic bugs in your streams means that the water is clean?

Macroinvertebrates as Pollution Indicators:

These bugs also have another job – scientists have discovered that macroinvertebrates can tell us a lot about our water quality... they are like mini water monitors or testers. Now, the bugs can't talk or write so that is not how they "tell" us about water quality. Simply knowing if certain types of macroinvertebrates are present or absent from your stream will let you know something about water quality.

Scientists understand that certain aquatic critters have different tolerances for pollution. Do you understand what tolerance means? (It is the ability to survive something harmful or unpleasant <http://www.merriam-webster.com/dictionary/tolerance>). *Example: tropical plants cannot tolerate cold temperatures, they will die if exposed to the cold.* Some aquatic bugs cannot live where there is pollution.

Because of the work scientists have done, we know that the most common macroinvertebrates found in our streams can be divided into three groups based on their pollution tolerance. (*Show the groups identification sheets as you explain*).

Group 1: Cannot tolerate pollution. It is unlikely that you would find one living in polluted water.
Examples: Stoneflies, mayflies, certain caddisflies

Group 2: Are somewhat tolerant of pollution. They are less sensitive than Group 1 critters.
Examples: Crayfish, dragonflies, hellgrammites, and crane flies

Group 3: Can tolerate pollution. They can live in clean or dirty water.
Examples: midges, aquatic worms, pouch snails

In healthy streams, macroinvertebrates in Group 1 thrive. They can out-compete many of the more tolerant species (because of their adaptations). As pollution increases, the sensitive Group 1 and 2 critters decrease in population or disappear completely from the habitat (they die or escape from the polluted habitat). Then the tolerant bug populations (Group 3) outgrow those of the intolerant bugs (Groups 1 & 2).

Demonstrate How to Collect Macroinvertebrates with Nets

Show them some of the macroinvertebrates we caught (or specimens)... What are they?

Discuss: What are some different things that could affect the health of a stream?

Toxic substances: certain chemicals such as pesticides, gasoline, battery acid, or metals can cause human and wildlife health problems.

Sediments: these are soil particles that are carried into streams when rainwater washes across the land. Sediments can block out light needed by aquatic plants, cover or fill in macroinvertebrate habitat (crevices and cracks in rocks), reduce the flow of water, and clog the filters of filter-feeding organisms.

Nutrients: are substances that help plants to grow (like fertilizers). If too many nutrients get into the stream it can cause plants and algae to grow excessively and can decrease oxygen levels.
Macroinvertebrates need oxygen to live!

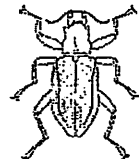
Pathogens: are disease-causing microorganisms like bacteria and viruses. High levels of pathogens in a stream can affect oxygen levels and cause other problems for aquatic life.

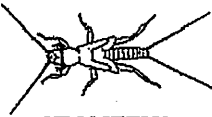
MACROINVERTEBRATE GROUPS

Beginner's Protocol - PICTURE KEY

GROUP 1 *These organisms are generally pollution-intolerant. Their dominance generally signifies EXCELLENT-GOOD WATER QUALITY*


RIFFLE BEETLE
(larva)

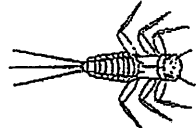

RIFFLE BEETLE
(adult)


STONEFLY
(nymph)


CADDISFLY
(larva)


SNAIL


SNAIL
opens to the right

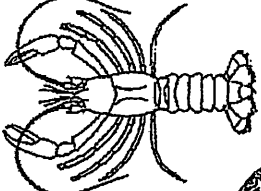

MAYFLY
(nymph)


MAYFLY
(nymph)

GROUP 2 *These organisms exist in a WIDE RANGE of water quality conditions*


DRAGONFLY
(nymph)

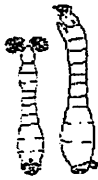

CRANEFLY
(larva)


CRAYFISH

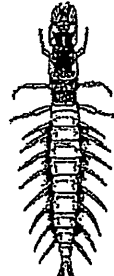

SOWBUG


— gills
FILTERING
CADDISFLY
(Hydropsychidae)
(larva)


BLACKFLY
(pupa)


BLACKFLY
(larva)


SCUD


HELLGRAMMITE
(Dobsonfly)
(larva)

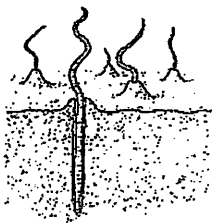
GROUP 3 *These organisms are generally tolerant of pollution. Their dominance usually signifies FAIR-POOR WATER QUALITY*


MIDGE
(larva)


MIDGE
(larva)


MIDGE
(pupa)


opens to the left
POUCH
SNAIL
(Physidae)


AQUATIC WORM

BIO-ASSESS © 1999, William G. Deutsch and Auburn University. All Rights Reserved.

Connecting Kids to Nature

Nature is a great teacher and getting kids outside to learn and play is good for their brains and their bodies. Try this outdoor activity from Project Learning Tree® - it's safe, fun, and educational!

Tree Cookies

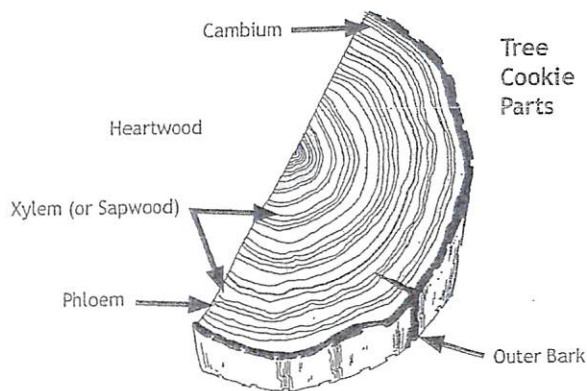
One way to learn about tree growth is to look at annual rings. Tree rings show patterns of change in a tree's life as well as changes in the area where it grows. In this activity, you can trace environmental and historical changes using a cross section of a tree, or "tree cookie."

Have you ever counted tree rings? Every growth season, a tree adds a new layer of wood to its trunk and limbs. This means you can determine the age of a tree by counting its layers, or rings. Have children learn more about a tree's life by examining a tree cookie and asking:

- How old was this part of the tree when the tree cookie was cut?
- Can you see different markings? Evidence of scars or narrow, misshapen rings?
- What might have happened to the tree to cause these different markings?

Use a hand lens to get a closer look at the tree cookie's texture. Can you see any holes or channels that might allow water and nutrients to travel up the tree? Finally, ask children to draw a tree cookie the same age as themselves. What can they do to show when important events in their lives took place?

For a children's book that describes the various parts of trees and their functions, check out *Outside and Inside Trees* by Sandra Markel, published by Simon and Schuster, 1993, ISBN: 0027623130.



Make Learning Fun!

Encourage your child's school to incorporate learning outdoors.

For more activity ideas and materials:

- Attend a PLT workshop, www.plt.org/state-network/
- Visit shop.plt.org

Do this word search puzzle to discover some components of trees and forest cycles. Look below for the answers.

H	M	Z	E	S	B	M	I	L	T	F
G	E	C	F	D	T	C	A	K	L	B
E	T	A	M	I	L	C	N	X	A	I
S	H	M	R	G	R	U	E	R	U	S
A	G	B	P	T	R	E	K	S	N	G
E	U	I	H	T	W	O	R	G	N	N
S	O	U	P	H	L	O	E	M	A	I
I	R	M	S	A	P	W	O	O	D	R
D	D	X	Y	L	E	M	Z	D	W	R



Project Learning Tree® (PLT) is an initiative of the Sustainable Forestry Initiative.

www.plt.org

©Sustainable Forestry Initiative Inc. Adapted from Activity 76: Tree Cookies from Project Learning Tree's PreK-8 Environmental Education Activity Guide.

42-24

Lesson Idea: Hungry Birds

Build an all-natural bird feeder and invite your feathered neighbors to a feast!

Activity Summary

We all love to greet people by their names, so why not greet our local birds in the same way?

Have your students make an all-natural bird feeder and invite your feathered neighbours to a feast! Combine children's love of constructing with natural materials with the opportunity to be still in nature and make observations. To find success, students need to follow a set of instructions and muster patience, their powers of hearing and binocular vision. The Nature Passport App is a great starting platform for students to record observations of birds seen in the school grounds as part of a Science investigation.



Learning Outcomes

At the end of this lesson, students will be able to:

- Predict which areas of the school grounds birds may visit and what they may eat
- Follow written instructions to create a bird feeder
- Observe birds that visit the school grounds
- Record observations in the Nature Passport App
- Share observations gathered with others

Materials Needed

- pine cone/tree branch
- string/twine
- peanut butter/sunflower butter
- birdseed

Introduce the Activity

1. Ask students which birds they know live in or visit the school grounds.
2. Ask them to elaborate with more detail about the birds. For example, where they like to visit, what they eat, where they nest and what calls they make.
3. Introduce the goal of the lesson: Get to know some of the seed eating birds around the local area.
4. Split the class into small groups and have them follow the Nature Passport App to create pinecone bird feeders. You need to supply pinecones, string, peanut butter or alternative, and birdseed



Hungry Birds Activity Steps *(Download the free Nature Passport App to complete this activity)*

- Tie string around a pine cone or branch securely and create a loop. Then, spread peanut butter all over your pine cone or branch (like cake icing!)
- Roll it in birdseed, and you're ready to go.
- Hang your feeder in a tree, or anywhere that looks appealing to birds!
- Now wait for some hungry birds to drop by.
- Keep count of how many birds you see. Are you quick enough to snap a photo of a visiting bird? Is your feeder attracting any other hungry guests?



5. Take the class outside to hang the feeders. Ask the class, "If you were a bird, where would you choose to eat?" Consider safety, availability of perches and abundance of food.
6. Instruct students to hang their feeder within a predefined area, then sit still in their chosen area to do a bird count, noting through the Nature Passport App the number of birds spotted, names of the birds recognised and capturing photos of birds where possible. Remind students to enter the date and time in their notes. You may like to provide binoculars if available.
7. If no birds visit during the allocated time, instruct the students to take a photo of their feeder hanging in the surroundings of their chosen location.

Lesson Reflection

1. Connect the students' devices to a SMART board or projector to use the Nature Passport App's journal feature for this class reflection.
2. Open a group's journal entry and ask students to share why they decided to hang the feeder in their chosen location and what they observed.
3. Create a class plan to journal the type and behaviour of birds that visit the school throughout the year using the Safari section of the Nature Passport App.

Extension Ideas

- Regular feeding of birds is generally encouraged in the Northern Hemisphere and discouraged in the Southern Hemisphere. Create a research project to discover how feeding birds assists or hinders birds in your local area.
- Create a field guide using the Nature Passport App and online resources to assist students to know their local birds. Include indigenous names used by the First Peoples of your area.
- Invite your local bird watching association to visit the school to share information, stories and observation experiences.
- Investigate symbiotic relationships between plants and birds and how they have both adapted to the local environment.

You can download the Nature Passport app for free on both the [App Store](#) and [Google Play Store](#) to complete this activity and many more! Visit the website at www.naturepassport.org, where you'll find lots of useful information for families and teachers on how best to use Nature Passport.



naturepassport.org

42-26

ZIG-ZAGGERS

Zigzaggers usually have long legs. Their back print lands on or next to the front print so that you can at least see part of both. This conserves energy and is more efficient when walking in the snow!

Examples: Elk, Deer, Moose, Mountain Lion, Dog, Coyote, Foxes, Human



LEAPERS AND HOPPERS

Leapers and Hoppers have bigger back legs than front legs. Front feet land first, then back feet land in front!

Examples: Rabbits, Hares, Field Mice, Squirrels, Voles



BOUNDERS

Bounders have long bodies and all legs are the same size.

Examples: Weasels, Ferrets, Pine Martens, Running cats and dogs



WADDLERS/ "FATTIES"

Waddlers are usually slow and drag their bellies when they walk. They have short legs.

Examples: Beaver, Porcupine, Bear, Skunk



Supply List for Arboretum program

For outdoor programs:

Paper	Curriculum
Laminator	Tree Id books
Laminating sheets	Polaris or golf cart
Dry erase makers	
Cotton string	
Hole punch	Ink stamps
Storage box	Animal foot print stamps
Trowels	Paper

For Pond activities

Dip nets	Clipboards
Grey sorting pans	Fish food
Hip waders	
Small portable microscopes	Flagging tape
Pipettes	
Colanders	
Paper towels	Hospitality room for volunteers
Hand sanitizer	Water
	Snacks
Fishing rods and reels	Paper towels
Bait	Plastic utensils
Casting gate with plugs	Coffee makers/cups/coffee
Hula-hoops	Sunscreen
	Bug repellent
	Sanitizing wipes
	Water hose

For make and take

Pinecones	
Cotton string	
Shortening	
Birdseed	
Aluminum pans	
Popsicle sticks	
Plastic zip bags	
Sharpie markers	
Small cups	
	Water coolers
	Trash bags
	Small cups

Paper
Crayons

Tree cookies
Paper plates

Soil and plant pots
Plants
Watering cans

42-28

Arboretum Nature Center Partners



**MONTGOMERY
PUBLIC SCHOOLS**



**PARKS &
RECREATION
Department**



Prepared by

Brenda Henson, Montgomery County 4-H Agent Assistant Brenda.henson@auburn.edu

AGENDA

SEP 16 2019

September 12, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly H. Leverette
Director of Risk Management

SUBJECT: Purchase of Cyber Liability Insurance

On September 10, 2019, Lou IaIacci and I met with Junie Pierce, Michael Gallops, and Kathy Patton from Assured Partners and Brian Wolf from North Point Underwriters to discuss the cyber liability insurance quotes from Axis Specialty presented to the County Commission. The quotes offer extensive coverage for cyber extortion, cyber terrorism, cybercrime (i.e. social engineering), multimedia liability, damage to county systems, regulatory actions and investigations, privacy/security to cover damages/expenses arising from the breach, and notification costs, credit monitoring, advertising expenses, public relations expenses, IT forensic costs and call center expenses. The quotes all offer first- and third-party coverages as well.

Lou and I agree that it is in the best interest of the county commission to purchase this coverage to help defer the cost of a potential future cyber breach. In addition, following a breach the coverage offers immediate availability of a breach coach to help county administrators navigate the loss. The coverage would be placed through Axis Specialty Insurance through broker Assured Partners and specialty broker North Point Underwriters. Cost is an annual premium of \$17,867.00 for \$1,000,000 in coverage with a \$25,000 retention. This premium is inclusive of the commission paid to both brokers.

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

Cc: Florence Cauthen, Deputy Administrator



Office of Public Affairs
P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

AGENDA

SEP 16 2019

Thursday, September 12, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk 
Manager of Public Affairs

SUBJECT: Recommendation to enter contract agreement for production of commercial video

Montgomery County Commission, through its support of the annual Camellia Bowl, is afforded the opportunity to broadcast its story nationally via ESPN. With a direct public benefit for the promotion of tourism and economic development within the County, I propose we enter a contract agreement with the Montgomery Area Chamber of Commerce to develop a 0:30 television spot as well as a 1-minute spot for social media. The County would agree to pay the Chamber a total of \$7,500 for production costs, including research, strategy, concepting, writing, storyboard, shooting, editing, graphics and talent. Once approved, the content will be exclusively owned by Montgomery County.

The deliverables are:

- 0:30 television content and 1-minute social media content delivered via flash drive
- Raw content delivered via flash drive for ownership and future use of footage/assets
- Professional photos taken while on location to be provided to Montgomery County. This ensures any printed ads match the feel of the television ad

In order to provide enough time for a quality video, I am requesting rules be waived and this contract be included in the September 16, 2019, agenda.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

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

The County agrees to pay The Chamber the sum of seven thousand five hundred dollars (\$7,500.00). The contract services are to be provided from September 16, 2019, through September 24, 2020.

The objective is to provide a 0:30 television spot as well as a 1-minute spot for social media to share the story of Montgomery County: Culture. Courage. Charm. This includes research, strategy, concepting, writing, storyboard, shooting, editing, graphics and talent. Videography company will meet with Montgomery County before final production to ensure vision matches. Once approved, the content will be exclusively owned by Montgomery County provided on a flash drive.

Deliverables:

- 0:30 television content and 1-minute social media content delivered via flash drive
- Raw content delivered via flash drive for ownership and future use of footage/assets
- Professional photos taken while on location to be provided to Montgomery County. This ensures any printed ads match the feel of the television ad

Each of the parties recognizes and assesses the direct public benefit for the promotion of tourism and economic development within the County and that these services are essential to the public purpose of health, education and welfare of the citizens in Montgomery County and to the development of economic and tourism growth in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this 16th day of September 2019.

Montgomery Area Chamber of Commerce

Montgomery County Commission

By: _____

By: _____

Its: President
P.O. Box 79
Montgomery, Alabama 36101

Its: County Administrator
P. O. Box 1667
Montgomery, Alabama 36102-1667

SEP 16 2019

September 11, 2019

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

Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting an executive session to be held before the Montgomery County Commission on Monday September 16, 2019. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

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

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	For Reference, See	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i>	Page 21	Section IV (A) 2
a. General Reputation and Character, Job Performance, or Salaries / Compensation	Page 21	Section IV (B) 1
b. Formal Complaints or Charges Against an Individual or Legal Entity	Page 23	Section IV (B) 2
c. Discussion with the Government Body's Attorney	Page 23	Section IV (B) 3
d. Security Plans and Measures	Page 24	Section IV (B) 4
e. Criminal Investigation and the Identity of an Undercover Agent or Informer	Page 25	Section IV (B) 5
f. Negotiations to Buy / Sell / Lease Real Property	Page 25	Section IV (B) 6
g. Preliminary Negotiations in Trade Competition	Page 26	Section IV (B) 7
h. Negotiations Between The Body and a Group of Public Employees	Page 27	Section IV (B) 8
i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 27	Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary).	Page 20	Section IV (A) 4
a. Written Declarations are required for these Executive Sessions:		
I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration.		
II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials.		
III. Discussions concerning the negotiations between the body and a group of public employees.	Page 20	Section IV (A) 4
b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.		
☐ 4. Vote to go into Executive Session	Page 20	Section IV (A) 4
a) The vote must be open/public; and		
b) Each member must openly give his/her individual vote.	Page 21	Section IV (A) 5
☐ 5. Enter a Statement Concerning Reconvension		

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 7, 2019, at 4:00 in the afternoon.



Administrator



Chairman