

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

SEPTEMBER 6, 2016

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:06 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Walker requested an \$800 miscellaneous appropriation from her account to the City of Montgomery, to be used by BONDS to Support the County Downs Homeowner's Association, with funding to promote the Community Enhancement and Beautification Programs/Projects.

Chairman Dean and Vice Chairman Harris requested a \$500 miscellaneous appropriation from each of their accounts to Carver Senior High School for JROTC.

Commissioner Hall requested a \$1,200 miscellaneous appropriation from his account to the Montgomery County Sheriff's Fund for the Pine Level Community Day event.

The Commission agreed to add these items to the miscellaneous appropriations.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims stated that the Examiners of Public Accounts are completing their audit and have requested to have their Audit Exit Conference with the County Commission on Monday, September 12, 2016 at 3:30 p.m. He noted that they would be conducting this meeting at Saint James United Methodist Church prior to the 4:00 p.m. information meeting and that this meeting with the auditors is not open to the public per state law.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Coast to Coast Computer Products, Inc., for Items 1 and 2 and Bid Award to Save Systems, Inc., for Items 3 and

4, regarding SAN storage expansion, Bid Number 51965-16B-036. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Graybar Electric regarding Fluke OptiView XG, Bid Number 51965-16B-037. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM EXECUTIVE ASSISTANT TAMMY NIX

Executive Assistant Tammy Nix introduced Shakia Williams, the new Administrative Support Associate for the County Commission office.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT SCOTT KRAMER

Director of Risk Management Scott Kramer briefed the Commission regarding insurance coverage for the 2016-2017 Fiscal Year for Excess Workers Compensation, Life Insurance, Property Insurance, Excess Liability, Blue Cross/Blue Shield Administration, Flexible Spending Account Plan and Health Reimbursement Account, and Excess Health. He also presented changes to the Healthcare Plan. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Kramer briefed the Commission regarding an authorization for the Mayor of Montgomery to execute on behalf of the Downtown Environmental Alliance (DEA) a proposed Scope-of-Work (SOW) 2B from CH2M Hill Engineers, Inc., for Phase II Field Activities. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Chairman Dean thanked Mr. Kramer for his work over the years and noted that he had saved the County a lot of money.

PRESENTATION BY CHIEF REVENUE CLERK ALLYSON HOLLAND

Chief Revenue Clerk Allyson Holland briefed the Commission regarding an irregular two-step pay increase for two Administrative Support Specialists (CO0015). After discussion, the Commission agreed to place these items on the next agenda.

Ms. Holland briefed the Commission regarding two Position Fill Requests for Customer Service Clerk (CO0016), Position Number to be determined and Customer Service Clerk (CO0016), Position Number to be determined from the Revenue Commissioner's Office. After discussion, the Commission agreed to place these items on the next agenda.

Ms. Holland briefed the Commission regarding hiring a Confidential Secretary at Pay Grade A06, Step 8 for the Revenue Commissioner's Office. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, informed the Commission that the County won the Annie Louise Whitty and Tratillia T. McCall, et. vs. Montgomery County Alabama, Sarah Spear, which was a class action case regarding property taxes.

RECESS TO EXECUTIVE SESSION

Administrator Mims presented a letter from County Attorney Thomas T. Gallion, III, regarding the calling of an Executive Session to discuss pending litigation concerning the Hall Property. Commissioner Walker made a motion to go into the Executive Session. The motion was seconded by Vice Chairman Harris and unanimously approved by each Commissioner, openly giving their individual vote. Administrator Mims noted that Chairman Dean, Vice Chairman Harris, Commissioner Walker, Commissioner Williams and Commissioner Hall were present and stated that the Commission would reconvene to the Information Session in approximately 15 minutes. Chairman Dean recessed the Information Session to the Executive Session. (Letter from County Attorney Thomas T. Gallion, III, and a Checklist for Conducting Lawful Executive Sessions, Pages 31-1 and 31-2, are attached to these minutes)

RECESS TO INFORMATION SESSION

Commissioner Williams made a motion to recess the Executive Session. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY CHIEF ADMINISTRATOR RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Chief Administrator Rhonda Cape with the District Attorney's Office briefed the Commission regarding a Position Fill Request for Receptionist/Secretary, Position Number 400016001 from the District Attorney's Office. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci stated that he did not have anything to report to the Commission at this time.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake briefed the Commission regarding a Bid Award to Wiregrass Construction Co., Inc., regarding resurfacing various county roads, Project Number MC-1-2016, Bid Number 53000-16B-034. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake briefed the Commission regarding a Bid Award to Forterra Pipe & Precast, regarding concrete pipe, Bid Number 53000-16B-030. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Speake presented Budget Change Request Number 12 from the Engineering Department. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MANAGING DIRECTOR EMILY FLOWERS WITH THE CLOVERDALE PLAYHOUSE

Managing Director Emily Flowers with the Cloverdale Playhouse briefed the Commission regarding the programs and requested funding. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$10,000 from Donation Revenue.

PRESENTATION BY DISTRICT RESOURCE OFFICER ORONDE K. MITCHELL WITH MONTGOMERY PUBLIC SCHOOLS

District Resource Officer Oronde K. Mitchell with Montgomery Public Schools briefed the Commission regarding the Perfect Attendance Incentive Program and requested funding for this program. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$2,500 from Donation Revenue.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR CAUTHEN

Administrator Mims stated that Public Comment regarding the proposed 2016-2017 Operating Budget and Construction Fund Budget would be on the next agenda.

Administrator Mims briefed the Commission regarding the proposed 2016-2017 Operating Budget and Construction Fund Budget. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims and Finance Director Sherrill Thomas presented a Resolution regarding GASB 54 Fund Balance Commitments. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution to move the October 3, 2016 County Commission Meeting to the Montgomery Preparatory Academy for Career Technologies (MPACT). After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Board Member appointments to the South Montgomery County Fire Protection Authority and Rescue Squad. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Memorandum of Understanding with the Administrative Office of Courts for reimbursement of salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2016 and ending September 30, 2017. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen briefed the Commission regarding an Amendment to the State of Alabama Contract T190 Copier Rental Agreement with Sharp Electronics Corporation. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Cauthen presented an Amendment to the Contract with Montgomery Armored Car Service, Inc., regarding armored car services for Montgomery County Probate Office and Tax & Audit Department. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only) Licenses to Applicant DolGenCorp, LLC, for Dollar General Store 17394, located at 30 Johnny Shirley Road, Ramer, Alabama 36069. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding Payment of 2016-2017 Membership Dues to the Association of County Commissions of Alabama (ACCA). He noted that the dues are \$14,124, which is a \$284 increase. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding Payment of 2016-2017 Membership Dues to the Alabama City/County Management Association (ACCMA) for Administrator Donald L. Mims, Deputy Administrator Florence M. Cauthen and Director of Risk Management Scott Kramer. He noted that the dues are the same as the current year, which is \$50.00 per person. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission concerning the appropriation to the USS Montgomery Commissioning and Support Foundation, which was approved at a previous meeting. He explained that the Foundation has not received their Internal Revenue Service 501(c) (3) letter. After discussion, the Commission agreed not to require the Foundation to provide the letter in order to receive the appropriation.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Reverend Henry Carnegie of Mt. Gillard Missionary Baptist Church, at the request of Chairman Dean.

The Pledge of Allegiance was led by Jimmy Smitherman, Montgomery County Extension Agent, at the request of Chairman Dean.

Administrator Mims called Roll to establish a quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Hall, Walker and Williams. Also present were County Attorney Thomas T. Gallion, III and County Engineer George C. Speake.

Commissioner Hall made a motion to approve the Minutes of the Regular Meeting of August 15, 2016. The motion was seconded by Commissioner Walker and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval.

Commissioner Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

NEW BUSINESS

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS OF THE PROPOSED 2016-2017 OPERATING BUDGET, CONSTRUCTION FUND BUDGET, AND EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD BUDGET FOR REVIEW AND COMMENTS

Finance Director Sherrill Thomas thanked the Commission for their support. She discussed the proposed 2016-2017 Operating Budget and Construction Programs Budget. She also presented the proposed 2016-2017 Emergency Management Communications District Board Budget. She noted that the Operating Budget includes a merit raise. The Commission agreed to place on the next agenda the Operating and Construction Programs Budget. The Commission agreed to place the Emergency Management Communications District Board budget on the next agenda during a Special call meeting of the Emergency Management Communications District Board. Again she

thanked Chairman Dean and the Commission for all their support. (Copies of Proposed 2016-2017 Operating Budget, Construction Fund Budget, and Emergency Management Communications District Board Budget, Agenda Pages 1-1 through 1-19, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO MOVE THE SEPTEMBER 12, 2016, COUNTY COMMISSION MEETING TO SAINT JAMES UNITED METHODIST CHURCH ON VAUGHN ROAD

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry:

M E M O R A N D U M

August 30, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Resolution to Change the Time and Location of the September 12, 2016 Commission Meeting

In conjunction with the Montgomery County bicentennial celebration, the County Commission will host a regular meeting in each commission district from August to December, as part of this celebration. We will highlight District Five in September.

Due to scheduling conflicts, the meeting date has been changed from September 19, 2016, to September 12, 2016. I am requesting that the meeting location be moved to the Saint James United Methodist Church, which is located at 9045 Vaughn Road, in Montgomery, Alabama; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

I am asking that the Commission place this resolution on the agenda for the September 6th meeting.

End of Memorandum

Commissioner Williams made a motion to adopt the resolution. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 2-2, is attached to these Minutes.)

MONTGOMERY COUNTY PUBLIC BUILDING AUTHORITY – APPROVED BOARD MEMBER APPOINTMENTS

Administrator Mims presented the following memorandum:

August 17, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery County Public Building Authority Board Appointments

The Montgomery County Commission, at its meeting on August 15, 2016, discussed Board Member appointments to the Montgomery County Public Building Authority. Chairman Dean stated that Andrew Hardwick has agreed to be reappointed for a term ending June 5, 2022. Vice Chairman Harris recommended that the Commission appoint Ken Ward to this board for a term ending June 5, 2022.

I am requesting that the Commission approve these appointments at the next meeting.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the board member appointments of Andrew Hardwick and Ken Ward with terms expiring June 5, 2022. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 3-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE OFFICE OF COURTS FOR REIMBURSEMENT OF SALARY PAID TO A COURT REFEREE FOR THE 15TH JUDICIAL CIRCUIT FOR THE PERIOD BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016,

Administrator Mims presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

August 17, 2016

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Re: MOU – Referee Vicky Toles

I am requesting that the Memorandum of Understanding for Montgomery County Youth Facility Referee Vicky Toles be placed on the formal agenda for the September 6th County Commission meeting for approval. The funding for Referee Toles will be paid entirely through state funding. The Administrative Office of Courts will submit an invoice at the end of each quarter in FY 2015/2016 and be reimbursed for her salary.

Thank you for your consideration in this matter.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Memorandum of Understanding, Agenda Page 4-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED INMATE HEALTH SERVICES AGREEMENT
WITH QCHC, INC., REGARDING MEDICAL SERVICES FOR INMATES

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

August 17, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Quality Correctional Health Care Contract Renewal

On the August 15, 2016 County Commission meeting, I discussed the contract renewal with Quality Correctional Health Care. This company administers the medical services for the inmates in the County Detention Facility. The Sheriff and I have discussed extending this relationship with QCHC which has been in place for the last 9 years. The proposed contract renewal for Quality Correctional Health Care (QCHC) with an effective date of October 1, 2016 is attached. The County attorney has reviewed and approved this contract.

I would like to place this item on the next agenda for the Commission's consideration of approval.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Agreement, Attorney Gallion's Opinion, and Memorandum, Agenda Pages 5-2 through 5-18, are attached to these Minutes.)

DETENTION FACILITY – APPROVED FACILITY AGREEMENT WITH COREMR, L.C.
REGARDING SOFTWARE FOR ELECTRONIC MEDICAL RECORDS

Administrator Mims presented the following memorandum from Director of Risk Management Scott Kramer:

August 17, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: COR EMR – Inmate Medical Software Agreement Utilized by QCHC

On the August 15, 2016 County Commission meeting, I discussed the contract renewal with Quality Correctional Health Care. This company administers the medical services for the inmates in the County Detention Facility. In the last few months, QCHC has initiated a lease with COR EMR to provide software for the electronic medical records. The costs were absorbed by QCHC. I have attached a separate agreement with an effective date of October 1, 2016 for us to maintain these records from COR EMR if we should sever our relationship with QCHC in the future. A copy of this agreement with COR EMR is attached. The County attorney has reviewed and approved this contract.

I would like to place this item on the next agenda for the Commission's consideration of approval.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 6-2 through 6-7, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED COMMERCIAL EXHIBIT AGREEMENT WITH
THE ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.,
REGARDING EXHIBIT SPACE

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry:

MEMORANDUM

August 8, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Fair Booth Space

After the county commission's participation in last year's Alabama National Fair, the Commission requested that we get a double space booth for the 2016 fair, and have it located near the Sheriff's booths.

I have worked the Randy Stephenson, and we now have the double space, which includes the free space they give us each year. The additional space will be \$600, which includes 2 season passes and 22 one time admission tickets. The booth is located next to the Sheriff's booths.

This year's fair runs October 28th to November 6th, and I hope that you will all make plans to be at the booth to visit with the citizens of Montgomery County.

I have attached the contract and invoice for your review and ask that this be placed on the next agenda for consideration.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Agreement and Attorney Gallion's Opinion, Agenda Pages 7-2 through 7-5, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL OF SOFTWARE LICENSE AND
MAINTENANCE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC. (ESRI)

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

August 10, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: ESRI Renewal

Please find attached renewal of the Environmental Systems Research Institute, Inc. (ESRI) software license and maintenance agreement for Revenue's mapping department in the amount of \$23,997.53. Renewal has been coordinated with Todd Grant, GIS and Cadastral Mapping Manager.

I request that approval of the renewal agreement be placed on the next agenda.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Quotation, Agenda Pages 8-2 through 8-5 is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED RENEWAL OF LICENSE AGREEMENT WITH PICTOMETRY INTERNATIONAL CORP

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

August 10, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Pictometry International Corp. License Renewal

Please find attached renewal of the Pictometry International Corp. license agreement for Revenue's mapping department in the amount of \$2,200.00. Renewal has been coordinated with Todd Grant, GIS and Cadastral Mapping Manager.

I request that approval of the renewal of the license agreement be placed on the next agenda.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 9-2, is attached to these Minutes.)

OMNIBUS VOTE

Chairman Dean requested that the Commission omnibus the following three items, and the Commission concurred. Commissioner Williams made a motion to approve the three items. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 3 TO CONTRACT WITH CLIMATE SERVICE, INC., FOR PREVENTIVE MAINTENANCE SERVICES ON HEATING/AC SYSTEM FOR JAIL II (CONTRACT #51901-14B-004)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: August 3, 2016

RE: Contract No. 51901-14B-004
Preventative Maintenance on HVAC for Jail II

I request that the attached Amendment No. 3 to Climate Services Inc. contract for preventative maintenance services on HVAC systems for Jail II be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for sixty (60) days, beginning September 15, 2016 and ending on November 14, 2016. This will allow us time to issue a new bid.

Preventative Maintenance services for HVAC systems for all Montgomery County buildings will be combined in one bid and one contract will be awarded to cover all Montgomery County buildings.

All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Amendment, Agenda Pages 10-2, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH CLIMATE SERVICE, INC., FOR PREVENTIVE MAINTENANCE SERVICES ON HEATING/AC SYSTEM FOR VARIOUS COUNTY BUILDINGS (CONTRACT #51901-14B-022)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: August 3, 2016

RE: Contract No. 51901-14B-022
Preventative Maintenance on HVAC for Various County Buildings

I request that the attached Amendment No. 2 to Climate Services Inc. contract for preventative maintenance services on HVAC systems for various county buildings be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for sixty (60) days, beginning September 15, 2016 and ending on November 14, 2016. This will allow us time to issue a new bid. The following buildings under this service contract are Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and the Old Detention Facility.

Preventative Maintenance services for HVAC systems for all Montgomery County buildings will be combined in one bid and one contract will be awarded to cover all Montgomery County buildings.

All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 11-2, is attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 2 TO CONTRACT WITH CLIMATE SERVICE, INC., FOR PREVENTIVE MAINTENANCE SERVICES ON HEATING/AC SYSTEM FOR THE YOUTH FACILITY (CONTRACT #51901-14B-023)

Administrator Mims presented the following memorandum from Purchasing Manager Myrtle Singleton:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager

DATE: August 3, 2016

RE: Contract No. 51901-14B-023
Preventative Maintenance on HVAC for Youth Facility

I request that the attached Amendment No. 2 to Climate Services Inc. contract for preventative maintenance services on HVAC systems for the Youth Facility be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for sixty (60) days, beginning September 15, 2016 and ending on November 14, 2016. This will allow us time to issue a new bid.

Preventative Maintenance services for HVAC systems for all Montgomery County buildings will be combined in one bid and one contract will be awarded to cover all Montgomery County buildings

All other provisions of the contract shall remain the same.

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

Attachment

End of Memorandum

As approved in the Omnibus Vote, Commissioner Williams made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copy of Amendment, Agenda Page 12-2, is attached to these Minutes.)

End of Omnibus Vote

COUNTY COMMISSION – APPROVED PROPOSAL FROM GOODWYN, MILLS AND CAWOOD, INC., REGARDING SCOTT STREET PARKING DECK REVIEW OF EXISTING CONDITIONS AND AUTHORIZATION OF EXECUTION OF RELATED CONTRACT

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

August 31, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Review of Existing Conditions of Scott Street Parking Deck

At the Commission meeting on August 15, 2016, the Commission was briefed on a proposal from Goodwyn Mills and Cawood to conduct a comprehensive review of existing conditions at the Scott Street parking deck, with compensation not to exceed \$5,000, plus the cost of any outside consultants if needed. The Commission agreed to place it on the next agenda.

I request that the Commission accept the proposal and authorize execution of related contract.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Memorandum, Proposal and Rate Schedule, Agenda Pages 13-2, through 13-8, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PROPOSAL FROM GOODWYN, MILLS AND CAWOOD, INC., REGARDING SCOTT STREET PARKING DECK ROOF RENOVATIONS AND AUTHORIZATION OF EXECUTION OF RELATED CONTRACT

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

August 31, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Roof Repair of Scott Street Parking Deck

At the Commission meeting on August 15, 2016, the Commission was briefed on a proposal and contract from Goodwyn Mills and Cawood to provide architectural and engineering services for repair of the roof at the Scott Street parking deck. The Commission agreed to place the proposal and related contract on the next agenda.

I request that the Commission accept the proposal and authorize execution of related contract.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Memorandum, Proposal and Rate Schedule, Agenda Pages 14-2, through 14-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL CHANGE ORDER NUMBER 1 TO THE AGREEMENT WITH NORRIS BUILDING COMPANY, INC., REGARDING RENOVATIONS TO THE MONTGOMERY COUNTY PROBATE AND REVENUE OFFICE SOUTH

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

August 15, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Probate-Revenue South Final Change Order

Attached is the final change order for the construction of the South Office for Probate and Revenue. The change order decreases the contract amount by \$7,598.00 for unused project allowances. The change order must be approved prior to submission by the contractor of its final pay application.

I request that approval of Change Order Number One be placed on the next agenda of the Montgomery County Commission.

End of Memorandum

Commissioner Hall made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Contract Change Order, Agenda Pages 15-2 and 15-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SPONSORSHIP FOR AUM’S BUSINESS BREAKFAST SERIES 2016-2017 IN THE AMOUNT OF \$1,000

Administrator Mims presented the following memorandum from Public Affairs Director DiDi Henry:

MEMORANDUM

August 8, 2016

TO: Montgomery County Commission

FROM: DiDi Henry, public affairs director

SUBJECT: AUM Business Breakfast Series 2016-2017

Auburn University Montgomery’s Division of Continuing Education has asked for the Commission’s continued support and sponsorship of their bi-monthly professional business breakfasts, the *AUM Business Breakfast Series*. The yearly sponsorship fee is \$1,000, and has not seen an increase in the past five years. For our sponsorship, the Commission is provided eight (8) tickets per breakfast, is listed as a sponsor on all printed advertising materials and is recognized as a corporate/ community sponsor at each breakfast.

I am asking that this item be placed on the next meeting agenda.

End of Memorandum

Commissioner Williams made a motion to approve sponsorship for AUM’s Business Breakfast series 2016-2017 in the amount of \$1,000. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 16-2 is attached to these Minutes.)

COUNTY COMMISSION –APPROVED PAYMENT OF 2016 MEMBERSHIP DUES TO THE NATIONAL ASSOCIATION OF BLACK COUNTY OFFICIALS (NABCO) FOR CHAIRMAN DEAN, VICE CHAIRMAN HARRIS AND COMMISSIONER WILLIAMS

Administrator Mims presented the following memorandum:

September 1, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2016 Membership Dues to the National Association of Black County Officials (NABCO)

The Montgomery County Commission, at its meeting on August 15, 2016, agreed to place on the next agenda the 2016 Membership Dues to the National Association of Black County Officials (NABCO) for Chairman Dean, Vice Chairman Harris and Commissioner Williams.

I am requesting approval of these dues.

Attachment

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 17-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED TO AMEND THE MANAGEMENT PROCEDURES MANUAL SECTION 3-41 ALLOWING FOR THE POSITION OF GENERAL SERVICES DIRECTOR TO RECEIVE A \$100 PER MONTH TRAVEL ALLOWANCE EFFECTIVE OCTOBER 1, 2016

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

August 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator

SUBJECT: Amendment of Management Procedures Manual

Section 3-41 of the Montgomery County Management Procedures Manual provides for a monthly amount to be paid to certain employees who are required to travel within Montgomery County “to conduct various business-related events or attend training sessions and/or meetings.”

I request that Section 3-41 be amended to include the General Services Director at a monthly amount of \$100 and that approval of the request be placed on the next agenda of a Commission meeting.

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED POLICY REGARDING REQUESTS FOR FUNDING FROM NON-PROFIT ORGANIZATIONS

Administrator Mims presented the following memorandum:

September 1, 2016

M E M O R A N D U M

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Policy regarding Requests for Funding from Non-Profit Organizations

The Montgomery County Commission, at its meeting on August 15, 2016, agreed to place on the next agenda authorization of a Policy regarding requests for funding from non-profit organizations. I am requesting approval of the following policy, effective September 7, 2016:

**POLICY REGARDING REQUESTS FOR FUNDING
FROM NON-PROFIT ORGANIZATIONS**

The County Commission receives requests from non-profit organizations regarding funding for their programs. Prior to meeting with the County Commission, non-profit organizations will provide the following information to the County Administrator:

1. Current Budget
2. Financial Statement for Prior Year
3. Most Recent Audit, if available
4. List of Board Members
5. Copy of most recent Internal Revenue Service Form 990

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Commissioner Hall and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

Administrator Mims requested approval of the following miscellaneous appropriations reprogramming requests:

September 6, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

C-2016-84: Whom it Concerns, Inc., for Program Services - \$500; (Harris)

C-2016-85: Dream Court, Inc., for Program Services - \$1,000; (Hall)

C-2016-86: Montgomery Lions Club Community Foundation, Inc., for Community Service Programs - \$1,000; (Walker)

C-2016-87: AUM Dixie Baseball and Softball League, for the Purchase of a New Shed - \$2,000; (Walker)

NC-2016-153: City of Montgomery, to be used by BONDS to Mosswood/Pine Forest Neighborhood Association, for the “National Night Out” Event - \$500; (Hall)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following miscellaneous appropriation reprogramming requests be added and his fellow Commissioners concurred:

NC-2016-154: City of Montgomery, to be used by BONDS to Support the County Downs Homeowner’s Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$800; (Walker)

NC-2016-155: BOE, Carver Senior High School, for JROTC - \$1,000; (Dean-\$500 and Harris-\$500)

NC-2016-156: Montgomery County Sheriff's Fund, for Pine Level Community Day Event - \$1,200; (Hall)

Commissioner Hall made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (5)

Administrator Mims recommended the following Budget Change Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. District Attorney's Office	Request Number 6
2. Information Systems	Request Number 1
3. Personnel Department	Request Number 5
4. Sheriff's Office	Request Number 4
5. Youth Facility	Request Number 8

Commissioner Williams made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 21-1 through 21-5, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 80 FOR \$20,000 TO THE MONTGOMERY SYMPHONY FOR THE MONTGOMERY SYMPHONY ACADEMY OF MUSIC PROGRAM

Administrator Mims requested approval of Budget Change Request Number 80, County Commission Appropriations.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 22-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED POSITION FILL REQUEST FOR COMMUNITY CORRECTIONS TECHNICIAN (CO0357), POSITION NUMBER 300357001

Administrator Mims presented the following memorandum from Community Corrections Executive Director Paul H. Brown:

August 17, 2016

MEMORANDUM

TO: Elton Dean – Commission Chairman
 Montgomery County, Alabama

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Request for Commission to Consider a Position Fill Request – Community Corrections Technician – Position Number 300357001

Dear Chairman Dean:

I am requesting that the Commission approve a Position Fill Request for the position of Community Corrections Technician. This Request is intended to fill the position vacated by the internal promotion of Community Corrections Technician, Amberly Tutt-Lewis to Community Corrections Officer (Effective July 17, 2016).

This position is necessary to support the Circuit and District Courts and to help maintain operational efficiency in the Jail and Prison Diversion Caseloads. Specific duties of this position include, among other things, operating the Department Drug Screening Lab and conducting offender assessments and intakes. Additionally, this position will help us to meet ADOC minimum supervision standards and safeguard public safety. The current Community Corrections budget covers this position.

Respectfully submitted,

Paul H. Brown-Executive Director

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 23-2, is attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (2)

Administrator Mims presented the following memorandum:

August 17, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on August 15, 2016, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 051
- (2) Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 211

End of Memorandum

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 24-2 and 24-3, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS

Administrator Mims presented the following memorandum:

August 17, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

The Montgomery County Commission, at its meeting on August 15, 2016, agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

1. Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 029
2. Deputy Sheriff Trainee (CO0430)/Deputy Sheriff (CO0431), Position Number 062
3. Records & Identification Clerk (CO0464), Position Number 187

I am requesting approval of these items.

Attachments

End of Memorandum

Vice Chairman Harris made a motion to approve the requests. The motion was seconded by Commissioner Hall and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 25-2 through 25-4, are attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED POSITION FILL REQUEST FOR
ADMINISTRATIVE SUPPORT ASSOCIATE (CO0013), POSITION NUMBER 810013007

Administrator Mims presented the following memorandum from Revenue Manager Terri A. Henderson:

MEMORANDUM

DATE : August 9, 2016

TO: Florence M. Cauthen, Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager

RE: Administrative Support Associate – Replace Position Number 810013007

This memorandum is submitted to respectfully request approval for the Montgomery County Tax & Audit Department to immediately move forward with a Position Fill Request form for the Administrative Support Associate position #CO0013 at Pay Grade A03 Step 1 to replace Lauren Bradley. Please note that Mrs. Bradley has been out on maternity leave and was expected to be returning to work soon. However, Mrs. Bradley advised me by phone yesterday that she was resigning and would not be returning to work. Mrs. Bradley submitted a written notice of resignation to me via email yesterday effective immediately on August 8, 2016. A copy of Mrs. Bradley's resignation is enclosed.

Due to the time constraints placed upon this office for prompt processing and reporting of taxpayer returns and payments, this position is especially critical to our daily operations as this position is one of only two clerical cashier positions in our Tax & Audit Department. As such, I am requesting consideration and approval for the Montgomery County Commission to approve a Position Fill Request requisition form at the next Montgomery County Commission meeting on Monday, August 15, 2016 or as soon as possible thereafter so that we can move forward to fill this critical vacancy as soon as possible. A Position Fill Request requisition form will be initiated in the MCCP JobAps System for further action upon approval of this request by the Montgomery County Commission. This position is funded in our current FY 2016 budget as well as our submitted FY 2017 budget. Please let me know if you have any questions or need anything further on this at this time. Thank you in advance for your prompt consideration, action and response to this request.

End of Memorandum

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Email and Resignation, Agenda Pages 26-2 and 26-3, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (10)

Administrator Mims recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Number 37
2. Finance Department	Request Number 10
3. Probate Office	Request Number 8, 9 and 10
4. Tax & Audit Department	Request Number 13 and 14
5. Sheriff Office	Request Number 58
6. Risk Management Office	Request Number 22
7. Appraisal Department	Request Number 18

Commissioner Walker made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 27-1 through 2-10, are attached to these Minutes.)

WAIVE RULES

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

INFORMATION SYSTEMS – APPROVED BID AWARD TO COAST TO COAST COMPUTER PRODUCTS, INC., FOR ITEMS 1 AND 2 AND BID AWARD TO SAVE SYSTEMS, INC., FOR ITEMS 3 AND 4, REGARDING SAN STORAGE EXPANSION, BID NUMBER 51965-16B-036

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

September 1, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Invitation to Bid (ITB) No. 51965-16B-036 SAN Storage Expansion

Chief Information Technology Officer Lou Ialacci recommends that the above referenced bid be awarded on an item by item basis to the low bidder for each item, as provided in the ITB. In addition, he requests that rules be waived to allow the purchase and delivery of the items prior to the end of the fiscal year.

I am requesting that the County Commission waive rules and award the bid to low bidder Coast to Coast Computer Products, Inc., for Items 1 and 2 in the amount of \$11,880 and to low bidder Save Systems, Inc., for Items 3 and 4 in the amount of \$1,680.

Award of this bid was coordinated with Mr. Ialacci and Purchasing Manager Myrtle Singleton.

Attachment

End of Memorandum

Commissioner Walker made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Pages 28-2 through 28-4, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD TO GRAYBAR ELECTRIC
REGARDING FLUKE OPTIVIEW XG, BID NUMBER 51965-16B-037

Administrator Mims presented the following memorandum from Deputy Administrator Florence M. Cauthen:

September 1, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator

SUBJECT: Invitation to Bid (ITB) No. 51965-16B-037 Fluke OptiView XG

Chief Information Technology Officer Lou Ialacci recommends that the above referenced bid be awarded to Graybar Electric, as provided for by the 5% local preference in Section 41-16-50 of the Alabama Code. The bid by Graybar Electric, a local vendor, is no more than 5% greater than the bid by Fotronic Corporation of Melrose, Maine. (See attached.)

In addition, Mr. Ialacci requests that rules be waived to allow the purchase and delivery of the items prior to the end of the fiscal year.

I am requesting that the County Commission waive rules and award the bid of \$8,852.41 to Graybar Electric.

Award of this bid was coordinated with Mr. Ialacci and Purchasing Manager Myrtle Singleton.

Attachment

End of Memorandum

Vice Chairman Williams made a motion to approve the request. The motion was seconded by Commissioner Walker and unanimously approved by the Commission. (Copies of Bid and Spreadsheet, Agenda Pages 29-2 through 29-4, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED FOR THE MAYOR OF MONTGOMERY TO EXECUTE ON BEHALF OF THE DOWNTOWN ENVIRONMENTAL ALLIANCE (DEA) A PROPOSED SCOPE-OF-WORK (SOW) 2B FROM CH2M HILL ENGINEERS, INC., FOR PHASE II FIELD ACTIVITIES

Administrator Mims requested approval for the Mayor of Montgomery to execute on behalf of the Downtown Environmental Alliance (DEA) a proposed scope-of-work (SOW) 2B from CH2M Hill Engineers, Inc., for Phase II Field Activities.

Commissioner Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Scope of Work 2B, Agenda Pages 30-1 through 30-11, is attached to these minutes.

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Hall welcomed the audience with “Roll Tide.”

Commissioner Williams greeted everyone with good morning.

Commissioner Walker did not have any comments.

Chairman Dean stated that he appreciated Finance Director Sherrill Thomas for doing such a great job with the budget. He stated the County is still under a hiring freeze. Chairman Dean asked that everyone keep Montgomery County in prayer. He reminded everyone of the Commissioning of the USS Montgomery that will take place in Mobile, Alabama, on September 10, 2016

Vice Chairman Harris greeted everyone and said “Go Hornets.”

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

Deputy Administrator Cauthen briefed the Commission regarding a Bid Award to Stivers Ford Lincoln, regarding oil service & tire rotation service, Bid Number 52110-16B-033. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Budget Change Request Number 2 from the Detention Facility and Budget Change Request Number 2 from Support Services. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 16 from the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented an August 30, 2016, Newspaper Article from The Montgomery Advertiser entitled 'MPACT: breathes new life in old mall'.

PRESENTATION BY EXECUTIVE DIRECTOR KAREN B. SELLERS WITH THE FAMILY SUNSHINE CENTER

Executive Director Karen B. Sellers with the Family Sunshine Center requested funding to help cover costs of renovating the shelter. She stated that she has also requested assistance from other entities. Administrator Mims noted that the Commission appropriated \$31,700 in FY15 and FY16 to this organization. After discussion, Chairman Dean asked Administrator Mims and Deputy Administrator Cauthen to assess the shelter needs. He also asked Ms. Sellers to follow-up with her requests to other entities.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from City-County Personnel Board Chairman John F. Baker regarding Board Member appointment. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented an email from Coach Phillip Brooks. He stated that several months ago, Coach Brooks made a presentation to the Commission and subsequently he has obtained a facility for his project. He is requesting to meet with the Commission to provide an update. After discussion, the Commission agreed that Coach Brooks could meet with the Commissioners individually.

Administrator Mims presented a letter and brochure from Executive Director Cynthia Brown with the Heritage Training and Career Center requesting funding in the amount of \$10,000. No action was taken by the Commission.

Administrator Mims presented a letter from 1st Vice President Junie J. Pierce, III with the Montgomery Humane Society requesting \$20,000 to help pay for a \$75,000 roof replacement. After discussion, the Commission agreed to place on the next agenda a Budget Change Request in the amount of \$20,000 for this organization.

Administrator Mims presented a letter from Mayor Todd Strange requesting funding for renovations of the Juliette Hampton Morgan Branch Library and Minutes of the March 21, 2016 County Commission Meeting. No action was taken by the Commission.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals for September, October and November 2016.

Administrator Mims briefed the Commission concerning a Special Call Meeting of the Emergency Management Communications District Board on September 12, 2016, to receive public comment regarding the proposed 2016-2017 Emergency Management Communications District Board Budget, to consider the proposed 2016-2017 Emergency Management Communications District Board Budget, to consider the Annual Certification to the Alabama 9-1-1 Board for Fiscal Year Ending September 30, 2017, and to consider Budget Change Request Numbers 1, 2 and 3. The Commission agreed to the Special Call Meeting.

COMMENTS FROM FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas informed the Commission that she would need to present several budget changes as waived rules items at the next meeting.

DISCUSSION BY THE COMMISSION

Commissioner Hall requested that breakfast sandwiches be added to the Commission meeting breakfasts. Commissioner Williams requested that gravy also be added.

PRESENTATION BY PUBLIC AFFAIRS DIRECTOR DIDI HENRY

Public Affairs Director DiDi Henry reviewed the calendar of upcoming events.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen briefed the Commission regarding the purchase of microphones in the amount of \$1,200 for the Sheriff's Office, which could be used during the Commission meetings that are off-site. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY BISHOP JIMMY LEE SAWYER

Bishop Jimmy Lee Sawyer informed the Commission that another wreck occurred at the intersection of AL 126 and Wares Ferry Road over the weekend. Chairman Dean stated that the Commission can only expedite matters that are within the County's authority. Vice Chairman

Harris recommended that Bishop Sawyer involve State Representative Reed Ingram and Thad McClammey in this issue.

ADJOURNMENT

Commissioner Walker made a motion to adjourn the meeting of the Montgomery County Commission on September 6, 2016, at 10:48 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-19-16

Check Number	To	Check Number
262868		262918
Total Checks Paid		\$439,306.53

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

AGENDA

SEP - 6 2016

9-6-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-19-16

Check Number	To	Check Number
262919		262987
Total Checks Paid		\$328,617.65

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

9-6-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-26-16

Check Number	To	Check Number
262989		263061
Total Checks Paid		\$198,079.58

CHECK #	PAYEE	AMOUNT	DATE
262988	ADP, Inc.	\$244.78	8-12-16

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-26-16

Check Number	To	Check Number
263062		263142
Total Checks Paid		\$403,126.24

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

MONTGOMERY COUNTY COMMISSION

AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

SEP - 6 2016

CHECKS ARE DATED
8/19/16

Payroll Check Number	126122	To	Payroll Check Number	126192	\$ 50,788.62
Direct Deposits					\$ 850,212.51
Payroll Check Number	126193	To	Payroll Check Number	126220	\$ 258,318.86
Direct Deposits					\$ 392,398.73
Federal Deposits					\$ 326,777.96
Total Payroll Paid					\$ 1,878,496.68

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

AGENDA

SEP - 6 2016

CHECKS ARE DATED
9/2/16

Payroll Check Number	126221	To	Payroll Check Number	126283	\$ 49,000.89
Direct Deposits					\$ 856,081.96
Payroll Check Number	126284	To	Payroll Check Number	126310	\$ 259,581.75
Direct Deposits					\$ 393,028.43
Federal Deposits					\$ 328,099.78
Total Payroll Paid					\$ 1,885,792.81

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

AGENDA

SEP - 6 2016

**Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2016 to September 30, 2017**

Presented September 6, 2016

Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Andrew D. Hall, Member
Ronda M. Walker, Member
Jiles Williams, Jr., Member

Compiled by
Donald L. Mims, CPA, MPA, Administrator
Sherrill R. Thomas, CPA, Finance Director

1-1

ANNUAL BUDGET 2016-2017

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims, CPA, MPA
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 72,570,688	\$ 72,570,688
Emergency Fund	20,000	20,000
Workers' Compensation Fund	346,800	346,800
Health Trust Fund	11,863,000	11,863,000
R.E. Life Ins. Fund	70,000	70,000
Liability Fund	586,000	586,000
Gasoline Tax Fund	9,714,410	9,714,410
Public Buildings/Roads/Bridges Fund	6,575,000	7,408,490
Public Highways & Traffic Fund	469,000	500,000
Capital Improvement	852,000	1,852,000
RRR Gasoline Tax Fund	1,945,000	3,695,000
Severed Material Tax Fund	147,000	147,000
Appraisal Fund	2,887,587	2,887,587
Merit System Fund	1,219,784	1,219,784
Community Corrections	856,835	856,835
Grant Fund	776,769	776,769
G.O. Warrants - 2007 Fund	3,601,679	3,601,679
G.O. Warrants - 2010 Fund	1,250,150	1,250,150
Less: Fund transfer elimination	<u>(13,387,704)</u>	<u>(13,387,704)</u>
TOTAL	\$ 102,363,998	\$ 105,978,488

ADD: BUDGETARY FUND BALANCE

Public Buildings/Roads/Bridges Fund	833,490
Public Highway and Traffic Fund	31,000
Capital Improvement Fund	1,000,000
RRR Gasoline Tax Fund	<u>1,750,000</u>

TOTAL BUDGETARY FUND BALANCE 3,614,490

TOTAL PROPOSED BUDGET **\$ 105,978,488** **\$ 105,978,488**

Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds

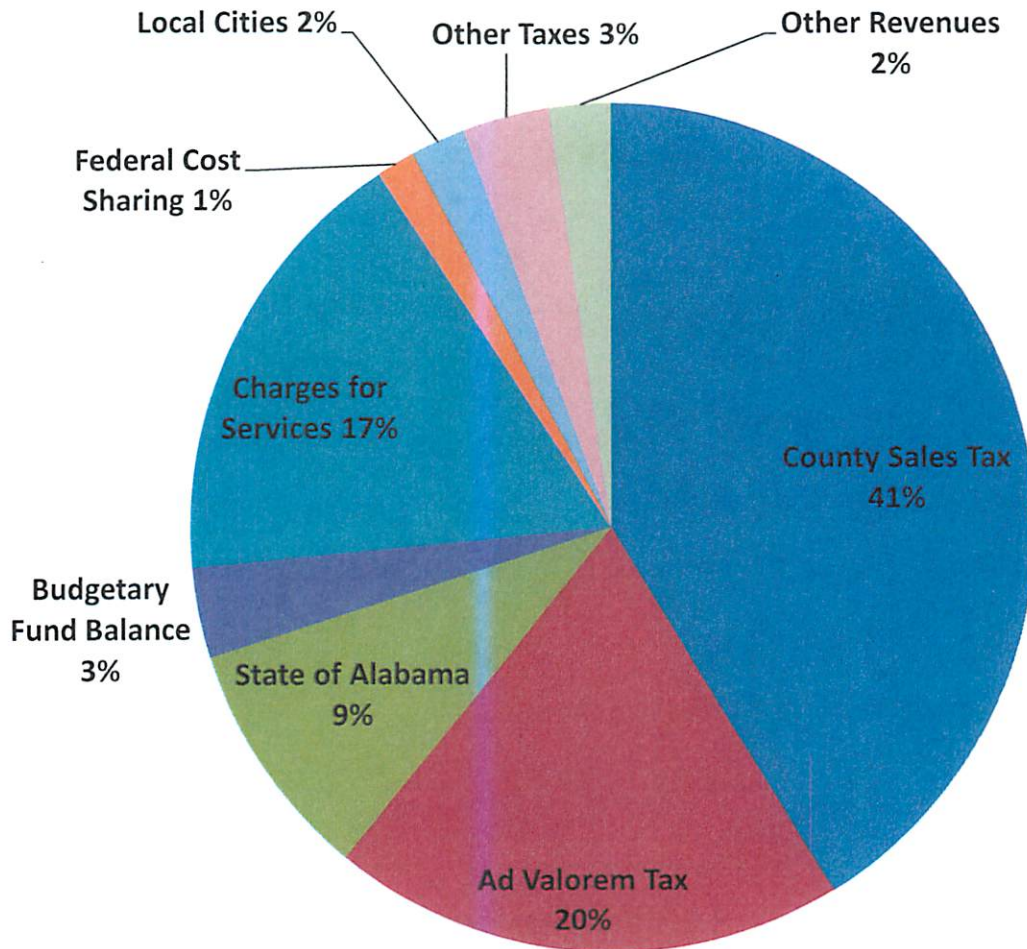
MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2016-2017

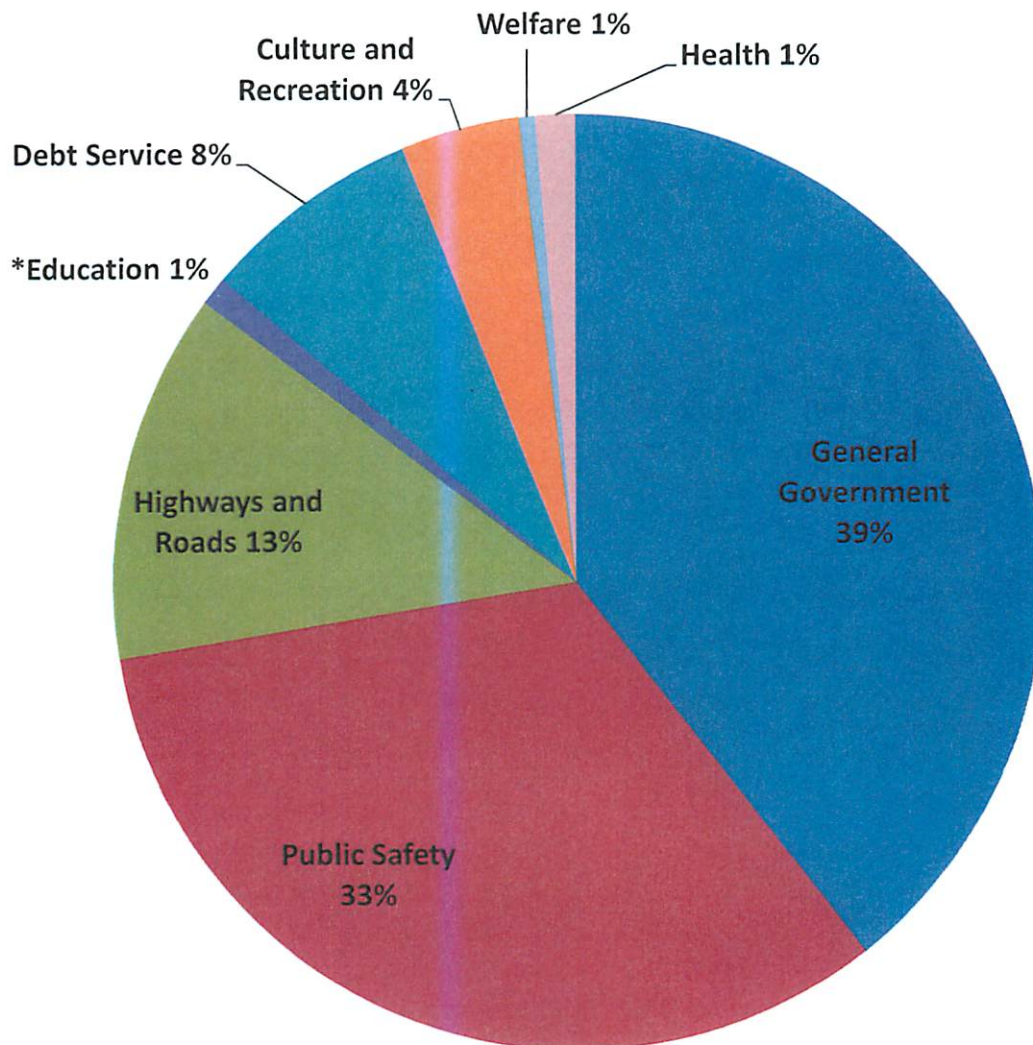
Type	Percentage	Total
County Sales Tax	41%	\$ 43,650,000
Ad Valorem Tax	20%	20,928,653
State of Alabama	9%	9,729,191
Budgetary Fund Balance	3%	3,614,490
Charges for Services	17%	18,158,500
Federal Cost Sharing	1%	1,575,761
Local Cities	2%	2,235,996
Other Taxes	3%	3,564,000
Other Revenues	2%	2,521,897
Miscellaneous		1,195,709
Interest		65,500
Licenses and Permits		583,200
Board of Education		642,488
Fines and Forfeitures		35,000
	100%	\$ 105,978,488



1-5

**Montgomery County Commission
Appropriations
2016-2017**

Type	Percentage	Total
General Government	39%	\$ 41,734,917
Public Safety	33%	35,019,037
Highways and Roads	13%	13,556,410
Education	1%	1,048,174
Debt Service	8%	8,133,558
Culture and Recreation	4%	4,390,981
Welfare	1%	598,960
Health	1%	1,496,451
	<u>100%</u>	<u>\$ 105,978,488</u>



***Additional \$26 million provided for Education by the 1% County Sales tax for Public Education**

MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET

Summaries of
DEPARTMENTAL
and
FUND BUDGETS

**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET
GENERAL FUND**

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 13,470,000
County Sales Tax	43,650,000
Salaries for Revenue Commissioner	227,000
County Beer Tax	100,000
County Wine Tax	5,000
Lodging Tax	2,754,000
Other Tax	705,000
TOTAL TAXES	<u>60,911,000</u>

LICENSE & PERMITS

497,200

INTERGOVERNMENTAL

State Shared Revenue	1,777,890
State Cost Sharing Revenue	1,644,858
Federal Cost Sharing	1,235,761
Local Government Cost Sharing	269,070
TOTAL INTERGOVERNMENTAL	<u>4,927,579</u>

CHARGES FOR SERVICES

Court Fees	892,000
Fees & Commissions - Public Officials	4,105,600
Other Fees & Charges	90,100
TOTAL CHARGES FOR SERVICES	<u>5,087,700</u>

FINES AND FORFEITURES

35,000

MISCELLANEOUS

Interest	6,500
Sales & Rentals	530,709
Other	575,000
TOTAL MISCELLANEOUS	<u>1,112,209</u>

TOTAL ESTIMATED REVENUES

\$ 72,570,688

**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET
GENERAL FUND**

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 850,134
Risk Management	227,461
Public Affairs	101,537
Finance Department	500,209
Judges	431,393
District/Circuit/Domestic Relations Court	2,950
Circuit Clerk	32,025
District Attorney	2,969,176
Pre-Trial/District Attorney	710,158
Court Reporters	166,441
Probate Judge's Office	3,825,456
Revenue Commissioner	1,408,019
Tax and Audit Division	841,871
Support Services	3,234,858
Building Permits	41,414
Election Operating	269,348
Election Administration	240,710
Board of Registrars	252,777
Tax Equalization Board	5,824
Veterans Service Office	700
Forestry Commission	12,150
Industrial Park Utilities/Maintenance	43,000
Industrial Development	42,750
Information Systems	2,025,160
Contingent	25,000
Unemployment Compensation	15,000
TOTAL GENERAL GOVERNMENT	\$ 18,275,521

PUBLIC SAFETY

Sheriff's Office	\$ 13,582,948
Montgomery County Detention Facility	15,912,384
Montgomery City-County Emergency Management Agency	109,829
Coroner's Office	117,280
Youth Facility Net of City Funding	2,744,580
Youth Facility - DYS Subsidy	289,681
Youth Facility - DYS Boot Camp	485,500
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 33,437,202

SANITATION- Transfer Station & Storm Water Permit **\$ 146,907**

**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$ 468,048
Montgomery Area Mental Health Authority	170,000
Family Sunshine Center	31,700
VOCAL	5,000
Animal Shelter	500,000
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,200
Council on Substance Abuse - NCADD	11,700
Mosquito Control	58,146
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000
TOTAL HEALTH	\$ 1,349,544

WELFARE

Transfer of Insane	\$ 7,101
Restor	5,000
Child Protect	3,750
Brantwood Children's Home	12,500
Montgomery Community Action Agency	32,500
Central Alabama Aging Consortium	15,000
Montgomery Area Council on Aging	32,500
Montgomery Area Food Bank	3,750
Pauper Burial	6,000
Joint Public Charity Hospital Board	94,000
Indigent Hospitalization Program	160,563
School to Work/ Summer Apprentice Program	146,777
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 547,191

CULTURE & RECREATION

City - County Library	\$ 2,113,615
Pike Road Library net of Town of Pike Road funding	92,265
Montgomery Museum of Fine Arts	1,533,161
Montgomery County Recreation Board	449,753
Boys & Girls Clubs	12,500
The United Community Improvement	4,687
Unified YMCA	30,000
ECHO	5,000
Alabama Shakespeare Festival	150,000
TOTAL CULTURE & RECREATION	\$ 4,390,981

1-10

MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET
GENERAL FUND

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$ 405,265
Montgomery Education Foundation	45,000
Auburn Extension Service	115,020
Montgomery Internal Medicine Residency Program (UAB)	22,500
Thelma Morris After School Program	25,000
Latchkey	28,040
YMCA Childcare Program	30,000
Character @ Heart	15,000
TOTAL EDUCATION	\$ 685,825

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$ 1,563,254
In-House Appropriations-Retiree Health & Life Insurance	2,225,880
Reclassification Reserve	(450,000)
Montgomery Co Building Authority 2006-2015 Capital Lease Obligation	4,863,523
Montgomery Co Public Education Cooperative District Series 2015 Bonds	1,060,400
Education Debt Service Funding	(1,060,400)
Montgomery Energy Conservation Project 2012 G.O. Warrants	398,588
Montgomery Energy Conservation Project 2014 G.O. Warrants	401,567
Agency Appropriations-General Government Category	870,755
TOTAL CLASSIFIED BY CHARACTER ONLY	\$ 9,873,567

TOTAL APPROPRIATIONS	\$ 68,706,738
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TRANSFERS

To Community Corrections Fund	346,835
To Merit Fund	280,550
To Construction Programs Fund	404,336
To General Obligation Warrant Debt Service Funds	4,851,779
Education Debt Service Funding	(2,019,600)
TOTAL TRANSFERS	\$ 3,863,900

TOTAL APPROPRIATIONS & TRANSFERS	\$ 72,570,638
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EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 20,000
TOTAL ESTIMATED REVENUES	\$ 20,000

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures

TOTAL APPROPRIATIONS	\$ 20,000
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**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$ 340,000
Other reimbursements	4,800
Interest	2,000
TOTAL ESTIMATED REVENUES	\$ <u>346,800</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$ 346,800
TOTAL APPROPRIATIONS	\$ <u>346,800</u>

HEALTH INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$ 11,860,000
Interest	3,000
TOTAL ESTIMATED REVENUES	\$ <u>11,863,000</u>

APPROPRIATIONS

Health Care Costs	\$ 11,863,000
TOTAL APPROPRIATIONS	\$ <u>11,863,000</u>

RETIRED EMPLOYEE LIFE INSURANCE FUND

ESTIMATED REVENUES

Premiums	\$ 70,000
TOTAL ESTIMATED REVENUES	\$ <u>70,000</u>

APPROPRIATIONS

Death Benefit Payments	\$ 70,000
TOTAL APPROPRIATIONS	\$ <u>70,000</u>

LIABILITY FUND

ESTIMATED REVENUES

Premiums	\$ 580,000
Interest	6,000
TOTAL ESTIMATED REVENUES	\$ <u>586,000</u>

APPROPRIATIONS

Liability Ins. Costs	\$ 586,000
TOTAL APPROPRIATIONS	\$ <u>586,000</u>

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MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,600,000
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STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	115,920
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MISCELLANEOUS

Other	<u>90,000</u>
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TOTAL ESTIMATED REVENUES

\$ <u>1,805,920</u>

TRANSFERS

From Public Highway & Traffic Fund	500,000
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From Public Building/Roads/Bridges	<u>7,408,490</u>
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TOTAL TRANSFERS

<u>7,908,490</u>

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ <u><u>9,714,410</u></u>

APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,791,409
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District I	1,595,146
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District II	1,776,624
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District III	2,060,500
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County Engineer's Office	1,336,302
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County Shop	699,846
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Bridge Maintenance	449,583
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Environmental Cleanup	<u>5,000</u>
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TOTAL APPROPRIATIONS

\$ <u>9,714,410</u>

TOTAL APPROPRIATIONS & TRANSFERS

\$ <u><u>9,714,410</u></u>

MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,560,000
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MISCELLANEOUS

Interest		15,000
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TOTAL ESTIMATED REVENUES	\$	<u>6,575,000</u>
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Budgetary Fund Balance		<u>833,490</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,408,490</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	<u>7,408,490</u>
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TOTAL TRANSFERS		<u>7,408,490</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,408,490</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	86,000
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State Shared Revenue		317,000
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Charges for Services		<u>66,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>469,000</u>
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Budgetary Fund Balance		<u>31,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>500,000</u></u>
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TRANSFERS

Transfer to Gasoline Tax Fund	\$	<u>500,000</u>
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TOTAL TRANSFERS	\$	<u><u>500,000</u></u>
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CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	850,000
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Interest		<u>2,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>852,000</u>
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Budgetary Fund Balance		<u>1,000,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>1,852,000</u></u>
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APPROPRIATIONS

Buildings Repair and Improvements	\$	<u>1,852,000</u>
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TOTAL APPROPRIATIONS	\$	<u><u>1,852,000</u></u>
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1-14

**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 415,000
Petroleum Inspection Fee - Act 84-185	117,000
4 cent Gasoline Tax	920,000
5 cent Gasoline Tax	450,000
Additional excise tax	<u>32,000</u>
TOTAL STATE SHARED REVENUES	\$ 1,934,000

MISCELLANEOUS

Interest	\$ <u>11,000</u>
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TOTAL ESTIMATED REVENUES

\$ 1,945,000

Budgetary Fund Balance

1,750,000

TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE

\$ 3,695,000

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	<u>3,580,000</u>

TOTAL APPROPRIATIONS

\$ 3,695,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 147,000
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TOTAL ESTIMATED REVENUES

\$ 147,000

APPROPRIATIONS

Road Bldg Materials and Supplies	\$ <u>147,000</u>
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TOTAL APPROPRIATIONS

\$ 147,000

APPRAISAL FUND

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 545,754
Montgomery County	671,653
Board of Education	642,488
Local Cities	<u>1,027,692</u>

TOTAL ESTIMATED REVENUES

\$ 2,887,587

APPROPRIATIONS

General Government	\$ <u>2,887,587</u>
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TOTAL APPROPRIATIONS

\$ 2,887,587

**MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 939,234
TRANSFERS	
Transfer from General Fund	<u>280,550</u>
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	<u><u>\$ 1,219,784</u></u>
APPROPRIATIONS	
General Government	\$ <u>1,219,784</u>
TOTAL APPROPRIATIONS	<u><u>\$ 1,219,784</u></u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 360,000
Client Fees	150,000
TOTAL ESTIMATED REVENUES	<u>\$ 510,000</u>
TRANSFERS	
Transfer From General Fund	346,835
TOTAL ESTIMATED REVENUES	<u><u>\$ 856,835</u></u>
APPROPRIATIONS	
Public Safety	\$ <u>856,835</u>
TOTAL APPROPRIATIONS	<u><u>\$ 856,835</u></u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	\$ <u>776,769</u>
TOTAL ESTIMATED REVENUES	<u><u>\$ 776,769</u></u>
APPROPRIATIONS	
Grant Appropriations	\$ 776,769
TOTAL APPROPRIATIONS	<u><u>\$ 776,769</u></u>

MONTGOMERY COUNTY COMMISSION
2016 - 2017 BUDGET

GENERAL OBLIGATION WARRANTS 2007/2015 DEBT SERVICE FUND

TRANSFERS

Transfer from General Fund	\$ <u>3,601,679</u>
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TOTAL TRANSFERS	\$ <u><u>3,601,679</u></u>
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APPROPRIATIONS

Principal	\$ 2,330,000
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Interest	<u>1,271,679</u>
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TOTAL APPROPRIATIONS	\$ <u><u>3,601,679</u></u>
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GENERAL OBLIGATION WARRANTS 2010-A DEBT SERVICE FUND

REVENUE AND TRANSFERS

Transfer from General Fund	\$ <u>1,250,150</u>
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TOTAL REVENUE AND TRANSFERS	\$ <u><u>1,250,150</u></u>
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APPROPRIATIONS

Principal	\$ 820,000
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Interest	<u>430,150</u>
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TOTAL APPROPRIATIONS	\$ <u><u>1,250,150</u></u>
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Montgomery County Commission

Construction Fund Budget

Account Number	Account Description	2017 Proposed Budget
REVENUES		
Department: 61100	Operating Transfers In ND	
61001	Transfer In From General Fund	404,336.00
TOTAL REVENUE		<u><u>\$404,336.00</u></u>
EXPENSES		
Department: 51104	County Building Projects	
231	Repair & Maintenance Bldgs/Impr	404,336.00
TOTAL EXPENSE		<u><u>\$404,336.00</u></u>

EMERGENCY MANAGEMENT COMMUNICATION DISTRICT BOARD

Account Number	Account Description	2017 Proposed Budget
Fund: 784 - Emergency Mgmt Comm Dist Bd		
REVENUES		
Department: 40000 - Non Dept		
47908	911 Fees	700,000.00
TOTAL REVENUE		\$700,000.00
EXPENSES		
Department: 51986 - Emergency Management Dist Bd		
<i>SA - Salaries and Benefits</i>		
110	Salaries	52,428.00
121	Retirement	5,731.00
122	Health Insurance	8,376.00
123	Life Insurance	111.00
124	Social Security	4,012.00
125	Workers Compensation	525.00
<i>Account Classification Total: SA - Salaries and Benefits</i>		\$71,183.00
<i>SB - Other Payroll and Benefits</i>		
101	Reimbursements to General Fund for Dispatch expense	220,000.00
<i>Account Classification Total: SB - Other Payroll and Benefits</i>		\$220,000.00
<i>OP - Other Operating</i>		
180	Geographic Information Sys(GIS)	1,200.00
211	Office Supplies/Minor Equipment	25,000.00
240	Repair & Main - Software License	100,000.00
255	Cellular Service	60,000.00
499	Administration Expense	82,246.00
605	Long Term Lease-MCC project-City of Mtgy	140,371.00
<i>Account Classification Total: OP - Other Operating</i>		\$408,817.00
TOTAL EXPENSE		\$700,000.00



RESOLUTION

WHEREAS, Montgomery County is celebrating its bicentennial throughout the year 2016; and

WHEREAS, in conjunction with this celebration, the County Commission wishes to host a regular meeting in each commission district from August to December, as part of this celebration; and

WHEREAS, the Montgomery County Commission wishes to change the meeting location for September 12, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Saint James United Methodist Church, which is located at 9045 Vaughn Road, in Montgomery, Alabama; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above, for the September 12, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, to Saint James United Methodist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 6th day of September, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

Montgomery County Public Building Authority

Members:**Term Expires:**

Ed Grimes
4200 Sherman Way
Montgomery, Alabama 36109
egrimes@mymax.com
Phone: (W) 398-1874
(H) 244-0132

6/5/2020

Pernell L. Jenkins
1043 South McDonough Street
Montgomery, AL 36104
Phone: (334) 549-0201

6/5/2020



Bill Davis
2815A Zelda Road
Montgomery, AL 36106
billdavis@davisandcopeland.com
Phone: (W) 244-0550
(C) 432-0550

6/5/2016



Andrew Hardwick
1161 Mizell Road
Montgomery, AL 36116
Jaads7522@charter.net
Phone: (H) 281-0254
(C) 322-0602

6/5/2016

William E. Blake
1941 South Hull Street
Montgomery, AL 36104
alicedavisblake@gmail.com
billyblake1450@gmail.com
Phone: (H) 240-2455 (C) 300-0303

6/5/2018

James Harrell
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Montgomery, AL 36111
jl.harrell7@gmail.com
Phone: (H) 284-2059
(C) 320-9941

6/5/2018

Term: 6 years



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (**not to exceed an annual amount of \$50,119.20**) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$38.60 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning October 1, 2015 and ending September 30, 2016.

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

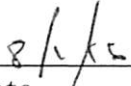
III. AOC will invoice the Commission at the end of each quarter in FY 2016 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

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

APPROVED:



Rich Hobson, ADC
Administrative Office of Courts

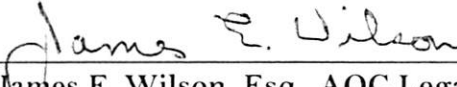


Date

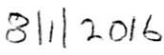
Elton N. Dean, Sr., Chairperson
Montgomery County Commission

Date

REVIEWED BY:



James E. Wilson, Esq., AOC Legal Division



Date

INMATE HEALTH SERVICES AGREEMENT

This **INMATE HEALTH SERVICES AGREEMENT** (this “**Agreement**”) by and between the **MONTGOMERY COUNTY COMMISSION**, a political subdivision of the State of Alabama (“**COUNTY**”) and **QCHC, INC.**, an Alabama corporation (“**QCHC**”), hereby entered into as of the ____ day of _____, 2016.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for providing necessary medicines and medical attention for inmates of the County Detention Facility (hereinafter referred to as the “Detention Facility”), pursuant to the Code of Alabama of 1975, (the “Code”) Section 14-6-19; the Eighth and Fourteenth Amendments to the United States Constitution; as well as other constitutional, statutory, and common law sources of law; and

WHEREAS, County desires to provide necessary medicines and medical attention for inmates in accordance with the applicable and relevant legal standards, and the County Commission wishes to exercise its authority under Code Section 14-6-20 to elect a physician to attend to the inmates of its Detention Facility; and

WHEREAS, QCHC is in the business of providing necessary medicines and medical attention in the correctional setting; and

WHEREAS, County desires to elect QCHC as the supplier of necessary medicines and medical attention for the inmates of the Detention Facility, and to enter into this Agreement with QCHC to achieve these objectives under the express terms and conditions hereof; and

WHEREAS, QCHC desires to furnish necessary medicines and medical attention for the Detention Facility and enter into this Agreement with County to achieve these objectives under the express terms and conditions hereof;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the Parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

Section 1.1 Primary Engagement. County hereby contracts with QCHC to provide for the delivery of primary medical services to inmates of the Detention Facility. The primary medical services will be provided to the inmates of the Detention Facility on a twenty- four (24) hour-a-day, seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of the Sheriff of the County at the Detention Facility, and QCHC enters into this Agreement according to the terms and provisions hereof. This contract is based upon the assumption that the Detention Facility will average approximately 525 inmates monthly.

Section 1.2 Scope of Primary Services. The scope of primary services provided by QCHC is detailed as follows:

(a) **Primary Care.** QCHC shall provide primary health care services for all persons committed to the custody of the Detention Facility, except those identified in Sections 1.6 and 1.7.

(b) **Timing.** The responsibility of QCHC for medical care of an inmate commences with the booking and physical placement of said inmate into the Detention Facility. All admission exams, screenings, and initial physical assessments, to include an oral health screening, will be completed within a reasonable time of the inmate's arrival. In addition, all other examinations and medical service will be conducted within a reasonable time of the request for care.

(c) **Place of Care.** All physician sick calls, admission exams, screenings, physical assessments, dental exams, and all other primary medical services shall be conducted on-site, at the Detention Facility, unless otherwise addressed herein.

(d) **Preventative and Maintenance Care.** QCHC shall provide, at its own cost, preventative and maintenance care for all inmates of the Detention Facility, as more specifically described herein.

(e) **Medication.** QCHC will document the receipt and disbursement of all medication in a manner acceptable to the County. Medications that will not be included in the base price of the contract are HIV, Dialysis, Chemotherapy, Anti-Rejection, Atypical Antipsychotic, and Non-Formulary Drugs/Medications. The preceding classes of excluded drugs/medications will be provided for through the aggregate pool defined in Section 3.1.

(f) **Education of Inmates.** QCHC will provide health education services to the inmates. Any services rendered by QCHC in the educational context beyond the normal QCHC-patient setting will be subject to written approval by County.

(g) **Education and Training of Correctional Officers.** QCHC will provide training courses in Cardiopulmonary Resuscitation (CPR)/First Aid, Blood borne Pathogens and Suicide Prevention, at the request of the County. Such training courses will be scheduled by County and QCHC at a mutually agreed upon time and location.

(h) **First Aid for Correctional Personnel.** QCHC will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, the County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical stabilization pending the arrival of emergency medical providers. QCHC will complete an injury report, in a form suitable to County, for every event of service rendered under this Section 1.2(h).

Section 1.3 Specialty Services. In addition to providing the primary services described above, QCHC will identify those inmates requiring additional care and notify County immediately. QCHC will use its best efforts to provide County access to a physician specialty network through which County may obtain a reduction in the standard fees of the covered specialists. The specialty network will seek to include such medical services as cardiology, dermatology, gynecology, laboratory services, neurology, oncology, ophthalmology, orthopedic surgery, pathology, psychiatry, urology and other medical services to the extent such are determined to be medically necessary by QCHC.

(a) **Emergency Specialty Services.** Where emergency specialty care is required, QCHC shall make arrangements with the required specialty provider. Transportation will be handled in accordance with Section 1.4 of this Agreement.

(b) **Non-Emergency Specialty Services.** Where non-emergency specialty care is required, QCHC shall make arrangements with the specialty provider and County shall provide transportation in accordance with Section 1.8 of this Agreement.

(c) **Dental Services.** QCHC shall contract with a licensed dentist to provide on-site dental services to inmates for approximately four (4) hours per week. Dental Services will be capped at \$41,000 dollars annually, with any balance for dental services exceeding the cap to be funded from the aggregate pool.

Section 1.4 Emergency Services. QCHC shall provide, at its own cost, on-site emergency medical care, as medically necessary, to inmates. When medically necessary, QCHC shall arrange all emergency ambulance transportation of inmates, the cost of which will be billed directly to County by the ambulance provider. Otherwise, all transportation shall be controlled by Section 1.8 of this Agreement.

Section 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.

(a) QCHC shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Detention Facility. Furthermore, QCHC is not financially responsible for the cost of services outside the Detention Facility for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. An inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Detention Facility.

(b) Once an inmate has been medically stabilized and committed to the Detention Facility, QCHC will, commencing at that point, then become financially responsible for the cost of primary medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or

injury occurred prior or subsequent to the individual's incarceration at the Detention Facility.

(c) It is expressly understood that QCHC shall not be responsible for medical costs associated with the medical care of any infants born to inmates. QCHC shall provide primary medical services to inmates up to, through and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Detention Facility prior to transport to a hospital will not be the financial responsibility of QCHC. In any event, QCHC shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

Section 1.6 Inmates Outside the Facilities.

(a) The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Detention Facility. No other person(s) shall be the financial responsibility of QCHC. Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Detention Facility at night, shall not be included in the daily population count, and shall not be the responsibility of QCHC with respect to the payment or the furnishing of their health care services.

(b) The cost of medical services provided to inmates who become ill or are injured while on such temporary release or work release will not then become the financial responsibility of QCHC after their return to the Detention Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release.

Section 1.7 Elective Medical Care. QCHC is not responsible for providing elective medical care to inmates, unless expressly contracted for by County. For purposes of this Agreement, "Elective Medical Care" means medical care which, if not provided, would not, in the opinion of QCHC's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

Section 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment, including, but not limited to, hospitalization and specialty services, County will, upon prior request by QCHC, its agents, employees or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL

Section 2.1 Staffing. QCHC shall provide medical and support personnel reasonably necessary for the rendering of primary health care services to prisoners at the Jail as described and required by this Agreement. Staffing and scheduling may vary from the routine staffing and

scheduling on QCHC Corporate Holiday or on Holidays observed by County personnel. It is understood and agreed that QCHC employees are allowed to leave the Detention Facility during the work day for meal breaks, provided the timing and length of such leave does not negatively impact or impair QCHC's ability to fulfill its obligations under this Agreement. The personnel provided by QCHC will include, at a minimum, the following:

- (a) Medical Director. A licensed QCHC physician, either QCHC's CEO or its Corporate Medical Director, shall serve as the Detention Facility's Medical Director and will be responsible for the overall inmate health care delivery system and all clinical decision making in the Detention Facility. The Medical Director will be available at all times to the administrative staff of County and to the administrative staff of the Jail. Home phone numbers and cellular telephone numbers will be provided by this individual to all necessary administrative contacts.
- (b) Physician. A licensed physician, either the Detention Facility Medical Director or another QCHC physician, will be at the Jail eight hours (8) hours per week. During the time that a physician is not at the Jail, a physician will be available on call.
- (c) Registered Nurse. 2 FTE Registered Nurses (RN) will be scheduled during the week. One of the Registered Nurses will be designated as the Detention Facility's Health Services Administrator ("HSA"), and will be responsible for the day-to-day administration of the inmate health care system in the Detention Facility. The HSA will be available at all times to the administrative staff of County and to the administrative staff of the Jail. Home phone numbers and cellular telephone numbers will be provided by this individual to all necessary administrative contacts.
- (d) Licensed Practical Nurse. 8.4 FTE Licensed Practical Nurses ("LPN").
- (e) Psychiatry. 8 hours per month to be provided by a physician trained in Psychiatry.
- (f) Medical Records Technician/Clerk. 1 FTE.

QCHC will provide additional staffing as necessary to effect the purposes of this Agreement, with QCHC having sole authority to determine whether such additional staffing may be necessary. QCHC reserves the right to negotiate in good faith with the County for additional compensation if it determines that additional staffing is necessary to effect the purposes of this Agreement and that such additional staffing cannot be provided under the current compensation provided in this Agreement.

Section 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by QCHC to render services hereunder shall be licensed, certified and/or registered in their respective areas of expertise as required by applicable Alabama law, as appropriate. QCHC will credential and maintain copies of all continuing medical education

and licensure requirements for personnel.

Section 2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by QCHC hereunder, or by any independent contractor, subcontractors or assignee, QCHC, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, QCHC shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction.

Section 2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either QCHC or County in the rendering of any health care services.

Section 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, QCHC may engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between QCHC and these health care professionals will be that of independent contractor, QCHC will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. QCHC will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, QCHC shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and nurses performing duties as agents or independent contractors of QCHC under this Agreement, QCHC shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) in the aggregate.

ARTICLE III: INFORMATION AND MEDICAL RECORDS

Section 3.1 Inmate Information. Subject to Alabama law, in order to assist QCHC in providing the best possible health care services to inmates, County will provide QCHC with information pertaining to inmates that QCHC and County mutually identify as reasonably necessary for QCHC to adequately perform its obligations hereunder.

Section 3.2 QCHC Records Available to County with Limitations on Disclosure. QCHC shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by QCHC in the performance of its obligations hereunder are proprietary in nature and will remain the property of QCHC and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by QCHC. Proprietary information developed by QCHC shall remain the property of QCHC.

Section 3.3 County Records Available to QCHC with Limitations on Disclosure.

During the term of this Agreement and for a reasonable time thereafter, County will provide QCHC, at QCHC's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by QCHC or as are pertinent to the investigation or defense of any claim related to QCHC's conduct. Consistent with applicable law, County will make available to QCHC such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as QCHC may request. Any such information provided by County to QCHC that County considers confidential, and to which County informs QCHC, shall be kept confidential by QCHC and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

Section 3.4 Medical Records.

(a) QCHC shall maintain complete and accurate medical records for each inmate of the Detention Facility. QCHC shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Alabama and Federal laws and County's policies and procedures. Each medical record shall be kept separate from the inmate's confinement record. As custodian of the inmates, County shall maintain ownership over all such medical records maintained by QCHC, and a complete legible copy of the applicable medical record shall be available, at all times, to County. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records, QCHC shall comply with Alabama law and County's policy with regard to access by inmates and Facility's staff to medical records. No information contained in the medical records shall be released by QCHC except as provided by County's policy, by a court order, or otherwise in accordance with applicable law.

(b) Electronic Medical Records. QCHC shall complete the current project to convert the inmate medical records to an electronic medical records system, and to ensure access to same to the County and Jail Administration.

(c) At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide QCHC with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending potential legal claims.

ARTICLE IV: MEETINGS AND REPORTS

Section 4.1 Regular Meetings. The Detention Facility Medical Director, Detention Facility HSA, and other appropriate QCHC Corporate Staff as appropriate, will meet regularly with the Sheriff and Detention Facility command staff, per request. Such regular meetings will include reviewing quality assurance reports, expenses of QCHC and County and any other matter applicable to this Agreement the Parties wish to discuss.

Section 4.2 Regular Reports by QCHC to County. QCHC shall provide to County, on a date and in a form mutually acceptable to QCHC and County, reports relating to services rendered under this Agreement.

ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

Section 5.1 General. County agrees to provide QCHC with reasonable and adequate office and medical space, facilities, equipment, local and long distance telephone and telephone line and utilities, and internet access, and County will provide necessary maintenance and housekeeping of the office space and facilities. It is the responsibility of the QCHC to inventory existing equipment and then maintain it for future use.

Section 5.2 Delivery of Possession. County will provide to QCHC, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Facilities. A mutually agreed upon record will be made of all medical and office equipment and supplies in place at the Detention Facility. At the termination of this or any subsequent Agreement, QCHC will return to County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Facility prior to the commencement of services under this Agreement, as documented by the mutually agreed upon record.

Section 5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by QCHC during the term of this Agreement, costing \$500 or less per item or unit, shall be purchased by QCHC at its own cost. For equipment with a per item or per unit cost greater than \$500, QCHC shall work with the County to determine who will purchase and own the particular equipment. All maintenance and repair of equipment and instruments owned by QCHC will be conducted at QCHC's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a County employee or agent. All maintenance and repair of equipment and instruments owned by County will be conducted at County's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a QCHC employee or agent. At the end of this Agreement, or upon termination, County shall be entitled to purchase QCHC's equipment and instruments upon a mutually agreed depreciation schedule.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

Section 6.1 Term. The initial term of this Agreement shall be for three (3) years, commencing on October 1, 2016, and ending on September 30, 2019, and may be extended for additional one-year terms, if mutually agreeable to both parties.

Section 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

- (a) **Termination by Agreement.** In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination by Cancellation. This Agreement may be canceled without cause by either party upon sixty (60) days prior written notice in accordance with Section 10.2 of this Agreement.

(c) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within twenty (20) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

Section 6.3 Transition. In the event that either party hereto elects to terminate this Agreement, the parties shall negotiate an orderly transition process.

Section 6.4 Responsibility for Inmate Health Care. Upon the effective date of termination of this Agreement, all responsibility for providing health care services to all inmates will immediately transfer from QCHC to County.

ARTICLE VII: COMPENSATION

Section 7.1 Compensation

(a) Base Compensation. County will pay to QCHC the annual base price of \$1,843,675.44, in twelve equal monthly amounts of \$153,639.62. On the annual anniversary dates, the annual base price shall increase by the annual percentage increase in the Consumer Price Index ("CPI") for All Urban Consumers for Medical Services, as compiled by the U.S. Department of Labor, Bureau of Labor Statistics (series ID "CUUR0000SAM"), or 3%, whichever is less. QCHC will bill County prior to the month in which services are to be rendered. County agrees to pay QCHC prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to QCHC will be pro-rated accordingly for the shortened month.

(b) Cost Pool. Out of the \$460,918.86 quarterly cost for healthcare services, a total amount of \$68,750.00 per quarter of this Agreement is allocated to a cost pool. This pool is to be used for excluded drugs/medicines as described in 1.2(e), to provide for any dental services exceeding the \$10,250.00 dollar quarterly budget, and to pay for the off-site care of the covered inmates. QCHC's liability for costs associated with the health care services for inmates rendered outside the Detention Facility and for excluded drugs/medicines for inmates inside the Detention Facility, will be limited each quarter of the term of this Agreement by the quarterly amount of the cost pool. If the cost of all care described in this paragraph exceeds the amount within any said quarter of \$68,750.00, then QCHC will review all costs and claims for payment to determine that such costs and claims are proper, pay for the additional costs and claims and submit invoices supporting the payments to the County along with an invoice for 100% of the costs in excess

of \$68,750.00 for said quarter. If the cost of all care described in this paragraph do not exceed the amount within any said quarter of **\$68,750.00**, the remaining balance shall be added to the following quarter. For example, if upon the completion of Quarter 1, there remains a pool balance of \$20,000.00, then the Quarter 2 beginning pool balance would be increased to \$88,750.00 (\$68,750.00 quarterly pool amount plus \$20,000.00 balance from previous quarter). Upon completion of the 4th Quarter of a contract year, any remaining pool funds shall be retained by QCHC. Excess medical insurance coverage will be provided by Montgomery County under separate contract. QCHC's liability for off-site care expense per inmate will be limited to the deductible amount of the excess medical coverage policy.

Section 7.2 Inmates From Other Jurisdictions. Medical care rendered within the Detention Facility to inmates from other jurisdictions, and housed in the Detention Facility pursuant to agreements between County and such other jurisdictions, or by statute, will be the responsibility of QCHC, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Detention Facility will be arranged by QCHC, but QCHC shall have no financial responsibility for such services to those inmates.

Section 7.3 Responsibility For Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to work release, including work for County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than QCHC, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on Work Release. Injuries to County inmates, from whatever cause, assigned to work crews and while performing labor for County are likewise excluded from QCHC's responsibility.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

Section 8.1 Insurance. At all times during this Agreement, QCHC shall maintain professional liability insurance covering QCHC and its employees for its work at the Detention Facility in the minimum amount of at least three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate. At all times during this Agreement, QCHC shall maintain general liability insurance covering QCHC and its employees for its work at the Detention Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage changes, QCHC will notify County in writing. QCHC will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with County. Upon written request, QCHC shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

Section 8.2 Hold Harmless.

(a) QCHC will indemnify and hold harmless the County, the Sheriff, and the Detention Facility employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of QCHC, its agents, employees, and/or vendors which is related to

medical treatment or care provided by QCHC.

(b) QCHC will not be responsible for any claims arising from actions of the County, the Sheriff, or any employee or agent of the Detention Facility who intentionally prevents any person from receiving medical care ordered by QCHC's medical staff, employees, agents or independent contractors.

(c) QCHC will not be responsible for claims arising from negligence on the part of the County, the Sheriff, or any employee or agent of the Detention Facility in presenting an individual to QCHC's medical staff, employees, agents or independent contractors, if it should have been reasonably known that the individual was in serious need of immediate medical attention.

(d) The County will hold harmless and indemnify QCHC, its officers and employees against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the sole negligence of the County, its agents and employees, the Sheriff, his agents and employees, and/or employees and agents of the Detention Facility.

ARTICLE IX: SECURITY

Section 9.1 General. QCHC and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of QCHC as well as for the security of inmates and County's staff. County will take all reasonable steps to provide sufficient security to enable QCHC to safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and QCHC that the provision of security and safety for QCHC personnel is a continuing precondition of QCHC's obligation to provide its services in a routine, timely and proper fashion.

Section 9.2 Loss of or Damage to Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of QCHC, its agents, employees or subcontractors, unless such loss or damage was caused by the intentional conduct or negligence of County, its employees, or agents.

Section 9.3 Off-Site Security. County will provide prompt and timely security as necessary and appropriate in connection with the transportation of any inmate between the Facilities and any other location for off-site services as contemplated herein.

ARTICLE X: MISCELLANEOUS

Section 10.1 Independent Contractor Status. The parties acknowledge that QCHC is an independent contractor engaged to provide medical care to inmates at the Detention Facility. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the parties.

Section 10.2 Notice. Unless otherwise provided herein, all notices or other

communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

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

QCHC, Inc.: Dr. Johnny E. Bates
 200 Narrows Parkway, Suite A
 Birmingham, Alabama 35242

Notices shall be effective upon receipt regardless of the form used.

Section 10.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Alabama, except as specifically noted.

Section 10.4 Dispute Resolution. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and QCHC.

Section 10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

Section 10.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

Section 10.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Section 10.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that QCHC is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Facilities. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

Section 10.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 10.10 Liaison. The Sheriff, or his designee, shall serve as the liaison with QCHC.

Section 10.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

Section 10.12 Time of Essence. Time is and shall be of the essence for this Agreement.

Section 10.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

Section 10.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

Section 10.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

MONTGOMERY COUNTY COMMISSION

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MONTGOMERY

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

Given under my hand this ____ day of _____ 2016.

Notary Public _____

My Commission Expires: _____

QCHC, INC.

By: Johnny E. Bates, MD

Its: Chief Executive Officer

STATE OF ALABAMA

COUNTY OF SHELBY

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

Given under my hand this _____ day of _____ 2016.

Notary Public _____

My Commission Expires: _____



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

T TGI

MEMORANDUM

August 9, 2016

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Inmate Health Services Agreement- Revised

I have reviewed your request for opinion regarding the renewal of a contract with QCHC, Inc., regarding Inmate Health Services and an agreement with CorEMR, L.C. I have reviewed the Inmate Health Services Agreement.

It is my opinion that these agreements appear to be in order. These agreements will be binding on all parties, if executed.

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

50051-317

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

July 29, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request for Opinion - Agreements with QCHC, Inc., and CorEMR, L.C.

Enclosed is an Agreement with QCHC, Inc., regarding the correctional healthcare program for the Montgomery County Detention Facility and an Agreement with CorEMR, L.C., regarding software to track electronic medical records.

Attached is an email from Director of Risk Management Scott Kramer regarding these two Agreements in which he states "I have attached an agreement with the software company that QCHC utilizes to track the inmate's electronic medical records. In the event that the Montgomery County Commission decides to terminate the contract with QCHC, the County would continue to have the ability to access the records from CorEMR. This agreement is strictly designed to protect the County's interests in the medical records".

Please review the enclosed documents and issue an opinion for each of the Agreements by Tuesday, August 2, 2016, as to whether they are acceptable.

As always, thank you for your assistance.

/tn

Enclosures

**COREMR, L.C.
FACILITY AGREEMENT**

This Facility Agreement "**Facility Agreement**") is made and entered into effective as of the ____ day of _____, 2016 ("Effective Date") between CorEMR, L.C., a Utah limited liability company with its principal office at 430 West 200 North, P.O. Box 702, Midway, Utah 84049 ("**CorEMR**"), and Montgomery County Commission located at 250 S. McDonough Street, Montgomery, Alabama 36104, ("**You**," and/or "**Your**").

RECITALS:

A. CorEMR, has developed and owns electronic medical records software and all intellectual property pertaining thereto to enable the creation, maintenance, storage and access to electronic medical records for correctional facilities. The CorEMR electronic medical records software includes components or modules for electronic medical records.

B. CorEMR and QCHC, INC., an Alabama corporation ("**QUALITY CORRECTIONAL HEALTH CARE**") have determined it is mutually beneficial to do business together as independent contractors and have entered into an agreement whereby CorEMR is making available to QUALITY CORRECTIONAL HEALTH CARE, for use at certain correctional facilities with which QUALITY CORRECTIONAL HEALTH CARE is doing business, CorEMR's electronic medical records software in accordance with the terms of that agreement and the accompanying License Agreement. CorEMR and QUALITY CORRECTIONAL HEALTH CARE are not partners or joint ventures in such business arrangement, but are independent contractors, and are not sharing profits or losses.

C. In the event of (i) Your default under Your agreement with QUALITY CORRECTIONAL HEALTH CARE; (ii) Your agreement with QUALITY CORRECTIONAL HEALTH CARE expiring or terminating for any reason; (iii) QUALITY CORRECTIONAL HEALTH CARE becoming in default under its Agreement with CorEMR; or (iv) the agreement between QUALITY CORRECTIONAL HEALTH CARE and CorEMR expiring or terminating for any reason, then in any of such events the license granted to QUALITY CORRECTIONAL HEALTH CARE to use the CorEMR Software (as hereinafter defined) at your Facility and your right to use the CorEMR Software shall immediately terminate; however, CorEMR shall provide a read only version of the Software for your use. If You are not the cause of a default, Thereafter, CorEMR will make its Medical Records Software available to you on terms mutually agreeable to You and CorEMR.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties incorporate herein the above recitals and agree as follows:

1. Other Definitions

QUALITY CORRECTIONAL HEALTH CARE "**QUALITY CORRECTIONAL HEALTH CARE**" means QCHC, Inc. an Alabama corporation with its principal office located at 200 Narrows Parkway, Suite A, Birmingham, AL 35242.

Facility. "Facility" means exclusively the correctional facility(ies) located at 250 S. McDonough Street, Montgomery, Alabama 36104, also referred to as "Montgomery County Commission and Jail," "**You**" and/or "**Your**."

Facility Agreement. "Facility Agreement" means this Facility Agreement.

Software. "Software" means the software package developed and distributed by CorEMR which runs on computer servers and includes the software, programs, modules and documentation developed by CorEMR to enable the creation, maintenance, storage and access of electronic medical records and related electronic procedures and services.

Master Agreement. "Master Agreement" means that certain Master Agreement accompanying this License Agreement entered into between CorEMR and QUALITY CORRECTIONAL HEALTH CARE which pertains to the provision of electronic Software under this License Agreement to QUALITY CORRECTIONAL HEALTH CARE and/or to the Facilities.

Object Code. "Object Code" is the machine-readable version of the Software which allows the user to operate the software but does not enable the user to make enhancements or modifications to the software or create derivative works. "Object Code" is not the source code.

Server. "Server" means the single computer server at Your Facility operated and maintained by You or the Server operated by QUALITY CORRECTIONAL HEALTH CARE accessed by You over a secure VPN network, and/or the servers operated and maintained by a third party vendor for QUALITY CORRECTIONAL HEALTH CARE, as the case may be.

Use. "Use" means to run, execute, display, duplicate and/or distribute internally and/or the ability to run, execute, display, duplicate or distribute the Software in its Object Code form. If a secure VPN is utilized "use" also means to remotely access, run, execute, or display the Software and/or the ability to remotely access, run, execute or display the Software.

2. License Grant. As long as (a) You are not in default under Your agreement with QUALITY CORRECTIONAL HEALTH CARE; (b) Your agreement with QUALITY CORRECTIONAL HEALTH CARE has not expired or terminated for any reason; (c) QUALITY CORRECTIONAL HEALTH CARE is not in default under its agreement with CorEMR; (d) the agreement between QUALITY CORRECTIONAL HEALTH CARE and CorEMR has not expired or terminated for any reason including, without limitation, payment of fees to CorEMR for the license and Use of the Software, and subject to the provisions of this Facility Agreement, CorEMR grants You an Object Code personal, non-exclusive, non-assignable, non-transferable, limited license upon Your receipt of the Software to use the Software for the creation, maintenance, access and retrieval of electronic medical records for Your internal use.

3. Backup Copy; Transferability. You may make backup copies of the Software exclusively for Your use for archival purposes only to backup the Software and data created thereby, provided your backup copy is not installed or used on any computer except in the event of a loss or failure. The Software must be used exclusively for You. You may network this Software internally and, if externally by a secured network connection (VPN or HTTPS) for the sole and exclusive purpose of using the Software through commands, data or instructions exclusively over a secure access network. No other network use is permitted. Except as set forth above no Internet Web hosting or Internet access of any kind or nature is permitted. Except as set forth in this License Agreement, You may not transfer any rights of any kind or nature to this Software or the backup copy thereof. All trademarks, copyrights, and proprietary rights and notices must be faithfully reproduced and included by You on such copy. You may not make any other copies of the Software.

4. Term/Termination. The Term of this Agreement and the license granted You to use the Software at Your Facility shall commence upon your receipt of the Software and shall automatically and without further notice terminate upon the earlier of: (a) the mutual agreement of the Parties to terminate the same; (b) Your default under Your agreement with QUALITY CORRECTIONAL HEALTH CARE; (c) Your agreement with QUALITY CORRECTIONAL HEALTH CARE expiring or terminating for any reason; (d) QUALITY CORRECTIONAL HEALTH CARE becoming in default under its Agreement with CorEMR; (e) the Agreement between QUALITY CORRECTIONAL HEALTH CARE and CorEMR expiring or terminating for any reason. In addition, immediately upon the expiration or termination of the Master Agreement between CorEMR and QUALITY CORRECTIONAL HEALTH CARE at any time and for any reason, this Facility Agreement and the license granted hereby to use the Software shall also automatically and without notice terminate and expire and You shall not thereafter be entitled to use the Software, or any component thereof; however, prior to or reasonably promptly after termination, CorEMR shall provide QUALITY CORRECTIONAL HEALTH CARE a read only version of the Software. In the event of the termination or expiration of this Facility Agreement and/or the license granted hereby, You shall promptly uninstall the Software from each and every Sever over which you have control, including all documentation and training together with all upgrades, enhancements, modifications and updates, and

You shall not thereafter use the same. In such event, CorEMR shall then convert the Software to a read only configuration.

5. Read Only Agreement on Termination. Upon termination of this Facility Agreement for any reason or no reason, CorEMR shall promptly provide You and QUALITY CORRECTIONAL HEALTH CARE a stand alone, read only program (and license to use the same) which will allow You and QUALITY CORRECTIONAL HEALTH CARE to search for, view and print medical records pertaining to inmates at Your Facility in the same format in which the data was stored immediately preceding termination of this Agreement, along with a data schema describing how data is stored.

6. LIMITATION ON COREMR'S OBLIGATIONS. CorEMR is only licensing its Software. Notwithstanding anything in this Agreement to the contrary, and without limitation, CorEMR shall have no obligation, responsibility or liability of any kind or nature to You for or arising out of any and all aspects of any and all of the following: (i) the provision, control, location, maintenance, repair and security of Your Server(s) and if applicable a secure VPN network; (ii) electrical power availability, backup, environmental controls including humidity and temperature, and/or all other physical aspects of the Server(s); (iii) any electronic data back-up, transmission or remote access, either on site or off-site; (iv) security, access to and privacy of the applicable computer hardware, Server(s), electronic medical records, user names, passwords, credentials, keys, encryptions, etc; (v) maintaining privacy pertaining to on-site medical records, whether stored electronically or otherwise, including compliance with state and federal privacy laws and including HIPAA and HIPAA Security Rule, if applicable; (vi) the input, form, content, completeness and/or accuracy of any medical records, coding or billing and the medical care including diagnosis and treatment for any and all inmates at the Facilities. You agree to indemnify and hold CorEMR harmless from any and all claims, including claims from inmates, arising from any of the foregoing.

7. Other Restrictions. CorEMR reserves all rights not expressly granted to You herein. Without limiting the generality of the foregoing, You shall not, nor shall You permit, any other person or legal entity within Your control to: (i) use the Software except pursuant to the terms of this License Agreement; (ii) disassemble, decompile, unbundle, reverse engineer, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; or (iii) modify or create derivative works based on the Software; or (iv) externally distribute, sublicense, resell, encumber, or otherwise transfer the Software; or (v) rent, lease, lend, or use the Software for timesharing or bureau use; or (vi) allow a third party to copy the Software or allow a third party (other than Your auditors) to inspect, access, or use the Software; or (vii) disclose the results of any benchmark test of the Software to a third party without the prior written approval of CorEMR; or (viii) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. The Software contains CorEMR's trade secrets and confidential information, and you shall exercise commercially reasonable efforts to protect the Software against transfer or disclosure to, or discovery by, other persons not authorized by CorEMR. At a minimum You shall exercise the same degree of care You exercise in protecting Your own confidential and proprietary information. In the event You create, or cause to be created, any derivative work or modification to the Software, in violation of this Agreement or otherwise, all such derivative works and/or modifications (including all related intellectual property) created by or for You is hereby assigned to CorEMR in their entirety.

8. Ownership. You acknowledge that CorEMR exclusively owns all title and intellectual property rights in and to the Software, including all copies thereof. U.S. and international laws protect the Software, including without limitation copyright and trademark laws and international treaty provisions. The Software is licensed to You, not sold, and You have no ownership of any kind in or to the Software. CorEMR has no claim of ownership as to any medical data (or to intellectual property rights therein), being accessed by use of the Software.

9. Copyrights; Trade Secrets. You acknowledge and agree that the structure, sequence, and organization of the Software (including but not limited to any technical configurations, technical data, source code, program architecture, information content, order, structure, sequence, algorithms including mathematical algorithms, images, photographs, animations, video, audio and text, are proprietary to and

are the valuable trade secrets of CorEMR. You agree to hold such trade secrets in confidence. Unless explicitly set forth in a written agreement executed between CorEMR and You, You may not remove from the Software or alter any of the trademarks, trade names, logos, patent or copyright notices or markings, or add any other notices or markings to the Software.

10. Updates. Except as otherwise expressly provided herein, this License Agreement will govern any Software updates, modifications, enhancements, upgrades, patches, pre-releases (BETA), tryout, evaluation or product sampler that may be provided to You in accordance with CorEMR's then-current maintenance and support policies and license agreement, unless such updates, modifications, enhancements and/or upgrades are provided under a mutually agreed upon separate license agreement. You may use such updates, modifications, enhancements and/or upgrades, etc. only in conjunction with the license granted pursuant to this License Agreement, and such updates, modifications, enhancements and/or upgrades, etc. are covered by the terms and conditions of CorEMR's this License Agreement, and CorEMR may condition issuance thereof to You on Your written acceptance of this license agreement. Updates to which You may be entitled under this Agreement shall not include any custom modifications, other than as provided for by agreement with CorEMR or versions of the Software not released by CorEMR for general distribution to its clients.

11. Limited Warranty. CorEMR warrants that the Software will enable the properly trained users hereof to create, maintain, access, and make additions to electronic medical records, and medical data and will enable Your properly trained personnel to backup the electronic medical records created thereby on site and/or at a remote location if proper equipment and backup software is used. Non-substantial variations of performance do not establish a warranty right. To make a warranty claim, you must notify CorEMR in writing of the specific defect or failure claimed within ninety (90) day from the date first known or should have been known. If the Software does not perform substantially in accordance with this Limited Warranty, the Agreement and this License Agreement may be terminated by You or QUALITY CORRECTIONAL HEALTH CARE, INC. In any such event, you shall be obligated to return to CorEMR the Software. THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY SOFTWARE UPDATES other than those agreed upon in the Agreement, UPGRADES, MODIFICATIONS, ENHANCEMENTS, PATCHES, PRE-RELEASES (BETA), TRYOUTS, EVALUATIONS OR PRODUCT SAMPLERS, ALL OF WHICH ARE LICENSED "AS IS," WITHOUT WARRANTY OF ANY KIND. THIS LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS, WHICH MAY VARY FROM JURISDICTION TO JURISDICTION.

12. Additional Warranty Limitations. The limited warranty set forth in Section 11 above does not apply to: (a) use on any hardware not meeting CorEMR's specifications; or (b) bugs, defects, problems or failures caused by defects, problems or failures of hardware or software not provided by CorEMR or the negligence of You or the FACILITIES or any person other than a CorEMR representative. The limited warranty set forth in Section 11 above does not include any warranty that (i) the Software will meet the FACILITIES' requirements; (ii) will operate in conjunction with other hardware utilized by the FACILITIES; (iii) will be error free in all circumstances; and (iv) that non-material bugs will be corrected. CorEMR is not responsible for any issues, support, or loss of functionality that may result from installing and using third-party software (including QUALITY CORRECTIONAL HEALTH CARE's software) on or with the Software or on hardware not meeting CorEMR's specifications.

13. No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED ABOVE IN SECTION 11, THE SOFTWARE IS PROVIDED "AS IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR ARISING FROM COMMON LAW, CUSTOM, USAGE OR OTHERWISE, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, OR PERTAINING TO TITLE, INTEGRATION, ACCURACY, SECURITY OR AVAILABILITY. ALL SUCH TYPE OF WARRANTIES IS EXPRESSLY DISCLAIMED. ANY EXPRESS WARRANTY MADE OUTSIDE OF THIS LICENSE AGREEMENT IS EXCLUDED AND SUPERSEDED BY THE TERMS OF THIS LICENSE AGREEMENT. COREMR DOES NOT WARRANT THAT THE SOFTWARE WILL SATISFY YOUR REQUIREMENTS, THAT IT IS WITHOUT MINOR DEFECT OR ERROR, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE. COREMR DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE

SOFTWARE. IF THE SOFTWARE FAILS TO MEET YOUR NEEDS AS REPRESENTED BY COREMR, YOU MAY TERMINATE THIS LICENSE AGREEMENT AND THE AGREEMENT AT ANYTIME WITHOUT FURTHER OBLIGATION. Some jurisdictions do not allow certain disclaimers or limitations of warranties, so some of these may not apply to you.

14. Exclusion of Certain Damages. UNDER THIS LICENSE AGREEMENT COREMR SHALL ONLY BE LIABLE FOR DIRECT OUT-OF-POCKET ACTUAL DAMAGES RESULTING FROM THE ACTS AND/OR OMISSIONS OF COREMR. OTHERWISE, AND WITHOUT LIMITING IN ANY WAY THE PREVIOUS SENTENCE, TO THE FULLEST EXTENT PERMITTED BY LAW, COREMR SHALL NOT IN ANY CASE BE LIABLE FOR ANY LOSS OF USE, LOST OR DAMAGED DATA, ANY INABILITY TO ACCESS OR RETRIEVE DATA, OTHER COMMERCIAL, MEDICAL OR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, STATUTORY, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, OR BUSINESS COSTS OF COVERAGE, OR EQUIPMENT DOWNTIME ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT OR FROM THE USE OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION AND EVEN IF COREMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS DISCLAIMER OF LIABILITY WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN FAILS IN ITS ESSENTIAL PURPOSE. Some jurisdictions do not allow certain exclusions or limitations of liability, so some of these may not apply to you.

15. Limitation of Liability. THE AGGREGATE LIABILITY OF COREMR ARISING FROM OR RELATING TO THIS LICENSE AGREEMENT AND/OR THE ACCOMPANYING AGREEMENT OR THE USE OR INABILITY TO USE THE SOFTWARE (REGARDLESS OF THE FORM OF ACTION OR CLAIM, WHETHER CONTRACT, WARRANTY, TORT, EQUITABLE AND/OR OTHERWISE) SHALL BE LIMITED TO QUALITY CORRECTIONAL HEALTH CARE, INC'S DIRECT OUT-OF-POCKET DAMAGES NOT TO EXCEED THE AMOUNT OF ALL SET UP FEES AND MONTHLY SERVICE FEES PAID BY QUALITY CORRECTIONAL HEALTH CARE, INC FOR YOUR FACILITY. COREMR SHALL NOT IN ANY CASE, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF COREMR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16. Sole Remedy and Allocation of Risk. YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LICENSE AGREEMENT AND COREMR'S SOLE AND EXCLUSIVE LIABILITY UNDER THIS LICENSE AGREEMENT IS SET FORTH IN THIS LICENSE AGREEMENT. This License Agreement defines a mutually agreed-upon allocation of risk. Each of the parties acknowledge that the provisions of this License Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the use of the Software. The warranty disclaimers and limitations in this License Agreement are intended to limit the circumstances of liability and are separately intended to limit the forms of relief available to the parties.

17. Severability. If a court of competent jurisdiction determines that any provision of this License Agreement is invalid or unenforceable or contrary to applicable law, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity or unenforceability or the conflict with applicable law, and all other provisions of this License Agreement shall remain in effect.

18. U.S. Government End Users. The Software is provided with Restricted Rights. Use, duplication, or disclosure by the United States Government is subject to restrictions applicable to commercial computer Software as set forth in the Federal Acquisition Regulations (FAR) § 52.227-14 (June 1987) Alternate III (June 1987), or FAR § 52.227-19 (June 1987), or DFARS § 252.227-7013(b)(3) (Nov 1995) or applicable successor provisions. Software licensed to U.S. Government end users are licensed (a) only as Commercial Items as defined at 48 C.F.R. § 2.101, §12.212 or § 227.7202-1-4; and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Use of the Software by the U.S. Government constitutes acknowledgment of CorEMR's proprietary rights therein. The manufacturer is CorEMR Corporation with its principal office located at 430 West 200 North, P.O. Box 702, Midway, Utah 84049.

19. Construction. No rule of strict construction shall apply against or in favor of either party

in the construction and interpretation of this License Agreement and/or the Master Agreement. The Recitals in the introductory paragraph to this License Agreement are incorporated herein and made a part hereof.

20. Assignment. CorEMR may assign or transfer this License Agreement and its rights and obligations hereunder at its discretion to any third person or legal entity acquiring its business or a majority of its assets, stock or membership interests without Your prior permission.

21. Force Majeure. Neither party will be liable to the other or be deemed to be in breach of this License Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.

22. Dispute Resolution. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and CorEMR, Inc.

23. Entire Agreement. This License Agreement sets forth the entire understanding and agreement between the parties relating to the subject matter hereof and may be amended only in a writing signed by both parties, and supersedes all prior purchase orders, proposals, responses to requests for proposals, agreements, understandings, representations, and warranties relating to the subject matter of this License Agreement. Any waiver of or promise not to enforce any right under this License Agreement shall not be enforceable unless evidenced by a writing signed by the party making such waiver or promise. ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER, PROPOSAL, RFP RESPONSE OR OTHER DOCUMENT SUBMITTED EITHER TO OR BY YOU IN CONNECTION WITH THE SOFTWARE THAT ARE IN ADDITION TO, DIFFERENT FROM, OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT AND THE ACCOMPANYING AGREEMENT ARE NOT BINDING ON COREMR AND ARE INEFFECTIVE. ONLY A MANAGER OF COREMR OR A PERSON AUTHORIZED TO SIGN CONTRACTS FOR COREMR HAS AUTHORITY, ON BEHALF OF COREMR, TO MODIFY THIS LICENSE AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION, OR PROMISE THAT IS DIFFERENT THAN OR IN ADDITION TO THE WARRANTIES, REPRESENTATIONS, OR PROMISES EXPRESSLY SET FORTH IN THIS LICENSE AGREEMENT.

IN WITNESS WHEREOF the Parties have executed this Facility Agreement effective the ____ day of _____, 201__.

FACILITY:

Montgomery County Commission

By: _____
(Authorized Signature)

COREMR:

CorEMR, L.C.

By: _____
(Authorized Signature)

COMMERCIAL EXHIBIT AGREEMENT
ALABAMA NATIONAL FAIR & AGRICULTURAL EXPOSITION, INC.
OCTOBER 28 – NOVEMBER 6, 2016
P.O. BOX 3304, MONTGOMERY, AL 36109-0304
PHONE (334) 272-6831 FAX (334) 272-6835

Name of Exhibitor: Montgomery County Commission
Mailing Address: P.O. Box 1667 Montgomery, AL 36103
Exhibit will be used for: Promote County of Montgomery

Contact: Didi Henry

Whereas, the Alabama National Fair & Agricultural Exposition, Inc., hereinafter, the Fair, a corporation duly organized under the laws of the State of Alabama, expects to install and operate a fair in the City of Montgomery, Alabama for ten (10) days beginning October 28, 2016, and continuing through November 6, 2016; and Whereas, **Montgomery County Commission**, hereinafter referred to as Exhibitor, desires to lease from Fair, commercial exhibit space for use during the period of the Fair. Now, therefore, the Fair does hereby lease space to Exhibitor, to erect, install and exhibit at the Alabama Agricultural Center & Garrett Coliseum in Montgomery, Alabama, at such location assigned to Exhibitor by the Fair Management. This lease is granted upon the following terms and conditions:

TERMS: EXHIBIT WILL BE ERECTED IN COMMERCIAL EXHIBIT SPACE #8 & 9. THE EXHIBITOR AGREES TO PAY FOR ITS ASSIGNED EXHIBIT SPACE THE TOTAL AMOUNT OF \$600.00. A DEPOSIT OF 50% OF BOOTH SPACE TOTAL COST IN THE AMOUNT OF \$300.00 IS DUE WITH THE SIGNED AGREEMENT. A SIGNED AGREEMENT AND DEPOSIT MUST BE RECEIVED BY AUGUST 31, 2016 IN ORDER TO RESERVE THE CONTRACTED EXHIBIT SPACE; OTHERWISE THE EXHIBIT SPACE WILL BE MADE AVAILABLE FOR LEASE TO OTHER EXHIBITORS. EXHIBITOR AGREES TO PAY THE BALANCE DUE IN THE AMOUNT OF \$300.00 NO LATER THAN SEPTEMBER 30, 2016. REMAINING PAYMENTS NOT RECOVERED BY SEPTEMBER 30, 2016 WILL RESULT IN FORFEITURE OF ANY PREVIOUS PAYMENTS RECEIVED BY THE FAIR FROM EXHIBITOR AND THE PREVIOUSLY ASSIGNED EXHIBIT SPACE WILL BE OFFERED FOR LEASE TO OTHER EXHIBITORS.

Exhibitor must provide a Certificate of Insurance with a combined single limit of \$1,000,000 in comprehensive general liability insurance (including products and completed operations, and vehicle liability) against claims for bodily injury, personal injury, death, and property damage. The Certificate of Insurance must name as additional insured, the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees. The Certificate of Insurance **MUST BE PROVIDED TO THE FAIR OFFICE BY SEPTEMBER 1, 2016**. Exhibitor must also supply a current certificate showing that the Exhibitor has in force Worker's Compensation Insurance in a form and amount consistent with applicable laws of the State of Alabama.

In the event the Exhibitor is unable to obtain liability insurance, liability insurance coverage in the amount required can be purchased through the Fair Office for \$88.00. This coverage is provided through Colonial Insurance Company. Please check the box below if this coverage is needed.

☐ Yes, I intend to purchase liability insurance coverage and have enclosed an additional \$88.00 for payment of this coverage.

In addition to the above, Exhibitor agrees to comply with the following additional conditions:

- (1) The Fair will provide one 110 electrical outlet. Any additional electrical requirements must be ordered in advance and paid by Exhibitor.
- (2) The Fair Management will issue to Exhibitor, at no charge, the following tickets:

2 season pass and 22 one time admission tickets

The Fair Management will also issue to the Exhibitor, 2 floor passes per concert so that no more than 2 individuals may remain in its booth on the Coliseum floor. The dates of the concerts planned as of the issue of this agreement are October 29th, October 30th, November 4th and November 5th. The Coliseum floor will be closed one hour prior to each concert and will reopen immediately at the conclusion of each concert. All non-emergency lighting in the Coliseum Arena will be turned off during the concerts including any lighting in booth spaces. No one will be allowed on the Coliseum floor without a pass one hour before the concert or during the concert. Passes will be distributed the day of the concert.

3) EXHIBITOR MUST PURCHASE ANY ADDITIONAL ADMISSION TICKETS TO BE USED FOR MANNING ITS EXHIBIT, OR FOR ENTERING THE FAIR AT ANY TIME DURING FAIR HOURS. ALL EXHIBITORS ARE REQUIRED TO HAVE AN ADMISSION TICKET OR PASS TO GAIN ADMISSION TO THE FAIRGROUNDS; OTHERWISE THE EXHIBITOR WILL HAVE TO PURCHASE A TICKET AT THE GATE. THERE WILL BE NO EXCEPTIONS.

(4) Displays, structures, or other items in exhibit shall not exceed eight (8) feet in height in the back and must not be enclosed on the sides so as not to obscure adjoining booths. This is in the best interest for all exhibitors. Exhibitor will not be permitted to attach items to booth draperies.

(5) All display items, including signs, must be placed within the assigned space and in compliance with Fire Department and all safety regulations.

(6) All activities of any Exhibitor must be confined to the space purchased.

(7) The Fair Management has the right to remove any display or items for sale that the Fair Management deems lewd, crude, or socially unacceptable.

(8) Any giveaway item, including novelties and literature and all other items of any kind which the Exhibitor plans to distribute, should be submitted to the Fair Office at least thirty (30) days in advance of the opening day of the Fair for approval by the Fair Management. No item of any type may be distributed by an Exhibitor without permission from the Fair Management.

(9) Exhibitor will not be permitted to distribute bumper stickers or any other item with adhesive front or back without permission from the Fair Management.

(10) Exhibit space may not be used for any politician, political party or organization, or for any on-the-spot solicitation of funds for any individual, cause or organization.

(11) Entertainment performances will be held on the Coliseum stage daily. During these or other stage events, all distracting lights must be turned off and any interfering noises must be discontinued.

(12) Exhibits must be in place and ready by 5 p.m. Thursday, October 27th. For the health, welfare, and safety of all Exhibitors and Fair patrons, and in cooperation with law enforcement directives, exhibits may only be removed starting at 8:00 p.m. on Sunday, November 6th. Exhibits may also be removed on Monday, November 7th between 8 a.m. and 5 p.m.

(13) The Fair shall have the right to use or lease the above assigned space if the Exhibitor does not occupy it by 5 p.m. Thursday, October 27th, and the Exhibitor shall forfeit all monies previously paid to the Fair to reserve the exhibit space.

(14) Over the counter sales will only be permitted by the Fair Management if explicitly provided for in this agreement, and on the conditions established by the Fair Management.

(15) No subletting of exhibit space by any Exhibitor and only one business or organization per 10'X10' space will be permitted.

(16) Exhibitor agrees to display, exhibit, advertise or promote only such products or services as specified in this agreement, and only in the space assigned to it, unless otherwise noted in this agreement, or as permitted by the Fair Management.

(17) Exhibitor agrees to pay all State, County and City license, fees, and taxes required.

(18) No loud noise will be permitted in any exhibit space, including music being played above an accepted volume level unless approved by the Fair Management. This requirement is for the benefit of every Exhibitor. Violation of this requirement will be cause for the removal of any Exhibit without a refund of any portion of the rental fee. Exhibitor will not be permitted to use speakers or microphones unless approved by the Fair Management.

(19) The Fair will have security personnel in the exhibit areas and will make every effort to protect Exhibitor's property in these areas; however, **THE FAIR SHALL HAVE NO LIABILITY FOR THEFT OF, OR DAMAGE TO EXHIBITOR'S PROPERTY. NOTE: TUESDAY, NOVEMBER 1st AND WEDNESDAY, NOVEMBER 2nd ARE TWO UNADVERTISED DAYS THAT PATRONS WILL BE ON THE FAIRGROUNDS STARTING AT 9 AM. ANY ITEMS IN UNMANNED BOOTHS WILL NEED TO BE SECURED FOR THIS REASON.**

- (20) Exhibitors desiring to have a registration for any type of giveaway or contest must obtain prior permission from the Fair Management. Exhibitor must explain all operational details of the giveaway or contest and how the information obtained from contestants will be used. No list of names taken at the Fair may be sold or given away. Giveaways or prizes may be a name brand item but may not advertise for any other business or representative. Minimum age for drawings is 19 years of age.
- (21) Changes in this agreement must be in writing and approved by the Fair Management. The Fair is under no obligation to approve requested changes.
- (22) The Exhibitor shall not at any time install or operate, or carry on, directly or indirectly, either by Exhibitor or through Exhibitor's agents or employees, anything which is in violation of federal, state, or local law.
- (23) If at any time in the opinion of the Fair Management, exhibit is found to be detrimental to the interests of the Fair, the Exhibitor shall, upon demand, immediately remove its exhibit from the fairgrounds at Exhibitor's expense.
- (24) If a violation of the terms of this contract occurs, the Fair Manager shall have the right to VOID THIS AGREEMENT, AND CLOSE THE EXHIBIT without recourse.
- (25) To the extent permitted by law, the Exhibitor agrees to hold harmless, to indemnify and to defend the Alabama National Fair and Agricultural Exposition, Inc., its officers, directors, and employees; the Kiwanis Club of Montgomery, its officers, directors, and members; the City of Montgomery, AL; the County of Montgomery, AL; the State of Alabama; and the Garrett Coliseum Redevelopment Corporation, its officers, directors, and employees against any claims, demands, lawsuits and expenses (including reasonable attorney's fees) of any nature whatsoever made against them arising out of preparation, setting up, installation, operation, taking down, or removal of Exhibit by Exhibitor, or for any actions by Exhibitor's employees, agents and subcontractors.
- (26) For any and all damages or injuries to, or suffered by Exhibitor or its employees or agents, Exhibitor's, its employees or its agents sole redress shall be against the person or persons causing the damage or injury. Exhibitor understands and agrees that the Fair makes no guarantees or warranties of any kind except those expressly contained in this agreement.
- (27) The Alabama National Fair & Agricultural Exposition through its Management reserves the right to refuse the use of or restrict the use of any part of the grounds of the Alabama Agricultural Center or Garrett Coliseum, during the Fair for any use other than that expressly provided in this agreement.

This agreement is made and to be performed in Montgomery, Alabama. For any and all disputes arising under the terms of this agreement, Exhibitor consents to the exercise of personal jurisdiction over it by the State Courts in Montgomery, Alabama. This agreement is the entire agreement between the Fair and Exhibitor, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by the Fair Management.

In Witness Whereof, this contract is executed on 7/28/2016.

Montgomery County Commission

By: _____

Name: _____

Please Print Name

Phone: **(334) 832-1270**

Email: **dldhenry@mc-ala.org**

Alabama National Fair

By: _____

Randy Stephenson - General Manager

FOR FAIR OFFICE USE ONLY

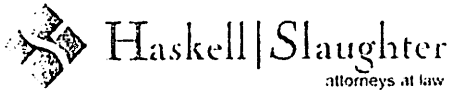
DATE CONTRACT MAILED: _____

DEPOSIT RECEIVED: _____

DATE CONTRACT RECEIVED: _____

INSURANCE RECEIVED: _____

FINAL PAYMENT RECEIVED: _____



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 1, 2016

TTG

To: Donnie Mims
From: Thomas T. Gallion, III
Re: Commercial Exhibit Agreement with the Alabama National Fair

I have reviewed your memorandum dated August 31, 2016, regarding a Commercial Exhibit Agreement with the Alabama National Fair and Agricultural Exposition, Inc., regarding booth space at the 2016 Fair.

It is my opinion that the agreement should contain the County's standard dispute resolution language as follows:

"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 Alabama National Fair."

Please incorporate the above language. The remainder of the agreement appears to be in order. This agreement will be binding on all parties, if executed.

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

50051-317



esri

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536114
Fax #: 909-307-3083

Quotation

Date: 07/02/2016

Quotation Number: 25743177

Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
101 S Lawrence St
Montgomery AL 36104-4268

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Maria Perez

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 159286

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/01/2016 End Date: 09/30/2017	3,000.00	3,000.00
1010	4	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2016 End Date: 09/30/2017	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2016 End Date: 09/30/2017	500.00	500.00
3010	11	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2016 End Date: 09/30/2017	400.00	4,400.00
4010	3	87192	432.51	1,297.53

This quotation is good for 90 days.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Maria Perez

Ext: 6114

[CSBATCHDOM]

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



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536114
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/02/2016

Quotation Number: 25743177

Item	Qty	Material#	Unit Price	Extended Price
ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 09/01/2016 End Date: 09/30/2017				
5010	1	109215	10,000.00	10,000.00
ArcGIS for Server Enterprise Advanced Up to Four Cores Maintenance Start Date: 10/01/2016 End Date: 09/30/2017				
Item Subtotal				23,997.53
Estimated Tax				0.00
Total				\$ 23,997.53

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

[CSBATCHDOM]



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/19/2016
To:
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 Phone #: 334-832-1607
From: Maria Perez
Fax #: 909-307-3083 Phone #: 909-793-2853 Ext. 6114
Email: maria_perez@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #25743177
Document Date: 07/02/2016

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

8-4



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 909-793-28536114
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/02/2016 Quotation No: 25743177 Customer No: 159286

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. State of California government entities may purchase under the terms of <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/addendums/california.pdf>, titled Addendum to State of California Purchases. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

____ I agree to pay any applicable sales tax.

X I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

Bill To:
 Montgomery County, AL
 101 South Lawrence Street
 Montgomery, Alabama 36043

Date: 07/27/2016
No. of Users: NA
Account Rep: Nathan Roberson
Order Type: Renewal

Qty	Item/Description	Unit Price	Ext. Price
1	Pictometry Connect - CA - 50 Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation.	\$ 2,200.00	\$ 2,200.00
License Term : 1 Year(s) from Activation Date Imagery: AL Montgomery,AL Montgomery Metro, Affiliation (if applicable): Starting Point Lat/Long: 32.376196011901, -86.306087896228		Subtotal:	\$ 2,200.00
		+ Tax:	\$ 0.00
		Total:	\$ 2,200.00

Special Instructions:
 None

Administrator shall assign log-ins and passwords for all Customer Accounts

Administrator Name	Administrator Email Address	Administrator Phone
Todd Grant	toddgrant@mc-ala.org	(334)832-1607

Please remit this order form along with full payment to the address listed below.

Signature/Date
Printed Name

PAYMENT METHOD
Check: <u> X </u> Check #: <u> </u>

Pictometry Use Only		
Activation Date	Expiration Date	Opp ID #
		006G000000p23hyIAA

Thank you for choosing Pictometry as your service provider. This order is subject to the terms and conditions previously agreed to as part of this order process and which are set forth on the subsequent pages of this document.

SEND PAYMENT TO:
Pictometry International Corp Attn: Accounts Receivable 25 Methodist Hill Drive Rochester NY 14623 Phone 585.444.2500

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

Amendment
To
Contract # 51901-14B-004

Amendment No. 3

Contract with Climate Service Inc. for Preventative Maintenance Services and HVAC Systems at Montgomery County Detention Facility Jail II, is hereby extended beginning September 15, 2016 and ending on November 14, 2016.

All other provisions of the contract remain the same.

WITNESS:

CLIMATE SERVICE INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 51901-14B-022

Amendment No. 2

Contract with Climate Service Inc. for Preventative Maintenance Services on Heating/AC Systems for Various County Buildings, is hereby extended for sixty (60) days beginning September 15, 2016 and ending November 14, 2016. The following buildings under this service contract are Phelps and Price Judicial Center, Courthouse Annex I, Courthouse Annex II, Courthouse Annex III, and the Old Detention Facility.

All other provisions of the contract remain the same.

WITNESS:

CLIMATE SERVICE INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 51901-14B-023

Amendment No. 2

Contract with Climate Service Inc. for Preventative Maintenance Services on Heating/AC Systems for the Youth Facility, is hereby extended for sixty (60) days beginning September 15, 2016 and ending November 14, 2016. .

All other provisions of the contract remain the same.

WITNESS:

CLIMATE SERVICE INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

August 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Scott Street Parking Deck

At the Commission meeting on April 18, 2016, the Commission was briefed on the need to inspect the Scott Street Parking Deck ("Deck") for maintenance and repair issues and to repair the roof over the elevators and the security office. The Commission agreed that Goodwyn Mills and Cawood ("GMC") should present a proposal to review existing conditions at the Deck and to proceed with specifications for the roof repair.

Attached is a proposal from GMC to conduct a comprehensive review of existing conditions at the Deck, with compensation not to exceed \$5,000, plus the cost of any outside consultants if needed.

Also attached is a proposal to provide architectural and engineering services for repair of the roof and a contract between GMC and Montgomery County Commission for repair of the roof. Compensation for GMC's services is based on the Alabama Building Commission's standard rates.

I request that acceptance of the two proposals and approval of the contract be placed on the next agenda of a Commission meeting.



August 10, 2016

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

**REFERENCE: SCOTT ST. PARKING DECK REVIEW OF EXISTING CONDITIONS
FOR THE MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA**

Dear Mr. Mims:

Goodwyn, Mills and Cawood, Inc. (GMC) sincerely appreciates the opportunity to present this proposal to provide Professional Architectural/Engineering services for a comprehensive review of the existing conditions at the Scott St. Parking Deck in downtown Montgomery Alabama.

This proposal is a result of several assumptions made by GMC that will ultimately need confirmation by you with respect to program, budget, schedule and the full scope of services you require. With that, the following is our current understanding of the scope of services, the related fees and the schedule.

I. PROJECT DESCRIPTION & SCOPE OF SERVICES:

It is our understanding that the scope for this project includes a documented walkthrough and analysis of the existing conditions with a written report outlining areas of concern that will need to be monitored for future damage and to assist in formulating a comprehensive scope of work to repair or replace damaged or defective existing conditions at the parking deck.

Upon approval and/or the owner's instruction, GMC can partner with consultants such as Mechanical, Electrical, Structural, etc. to better facilitate items of concern among these areas of expertise. It was noted that there is some evidence of the existing southeast stair tower shifting independently from the rest of the parking deck structure. It would be our recommendation for GMC to partner with the structural engineer of record and conduct further review of the existing conditions.

II. SPECIAL CONSULTANT DESIGN SERVICES

- A. Special Consultant Services can be provided under the Owner/Architect Agreement, but are not anticipated at this time:

Roofing Consultant
Elevator Consultant

The engagement of these specialists will only occur with the approval and consent of the Owner.



Mr. Donald Mims
MONTGOMERY COUNTY COMMISSION
August 10, 2016
Page 2

- B. It is understood that if consulting services related to environmental concerns are required, such as asbestos or hazardous materials analysis, these services will be provided by the Owner.

III. OWNER'S RESPONSIBILITY

The Owner will employ a Designated Representative with the authority to make decisions and to serve as the primary point of contact for the Design Team.

We assume that the Owner's responsibilities will include permits, fees, materials testing, and any environmental impact assessment, if required. It is noted that GMC is in possession of a set of as-built documents on loan from the Montgomery County Commission and does not anticipate additional documents being required. The Architect and consultants will rely on the accuracy of these documents in the development of their work.

IV. CONSULTANTS

In order to accomplish the scope of work as noted above, we are pleased to propose the following consultants for our team. Substitutions can be made if requested by the Owner.

Basic Services Consultants

- A. **Structural Engineering (if needed)**
Gordon Davis
Gordon L. Davis, Structural Engineering Consultant
Montgomery, AL
- B. **Mechanical, Plumbing, and Fire Protection Engineering (if needed)**
Jack Morris
Borden Morris Garner
Montgomery, AL
- C. **Electrical (if needed)**
John Averrett
Goodwyn, Mills & Cawood, Inc.
Montgomery, AL
- D. **Civil Engineering (if needed)**
Goodwyn, Mills & Cawood, Inc.
Montgomery, AL

V. COMPENSATION

We propose performing the work illustrated above under the "Project Scope & Scope of Services" section on an hourly basis. Our hourly rate sheet, along with our consultant's hourly rate sheet is attached. Bills will be sent on a monthly basis. We will not exceed a cost of \$5,000.00. Any hours performed by our consultants will be an additional cost and invoiced at 1.10 times our cost.

A. Reimbursable Expenses

Expenses directly related to the Project will be reimbursed by the Owner, in addition to the compensation outlined above, and will be invoiced to the Owner with 10% markup. Normal reimbursable expenses include costs associated with the costs of reproduction (for progress prints and final construction documents for Owner and General Contractor), and communication (postage, delivery, and handling of documents).

B. Professional Models and Renderings

Costs of any professional models, renderings and three-dimensional computer modeling authorized by the Owner will be considered as a Reimbursable Expense. These are not anticipated to be required as part of the project.

VI. ADDITIONAL SERVICES

We propose to provide architectural Additional Services, as required, based on written authorization on a pre-determined lump sum basis based on the attached hourly rate sheets. Hourly rates will be revised in June of each year and will reflect an average increase of 4%.

VII. FORM OF AGREEMENT

We will perform the above mentioned design work upon execution of the letter agreement.

Upon directive by the owner, if construction documents are requested to be formulated based on the scope of work we discover the Owner/Architect agreement will be drafted using AIA B201 Agreement 2007 version, which is standard in the industry.

VIII. KEY PERSONNEL

The following are project personnel and job related titles.

Goodwyn, Mills & Cawood, Inc.

Architecture

- Tracy Bassett
Project Principal
- Chris Murphy
Project Manager
- Skip Dickinson
Construction Documents
- James Bagley
Project Specifications and Quality Control
- David Langford
Construction Administration



Mr. Donald Mims
MONTGOMERY COUNTY COMMISSION
August 10, 2016
Page 4

Goodwyn, Mills and Cawood, Inc. enthusiastically looks forward to participating in this project and welcomes an opportunity to discuss any additional concepts or thoughts you may have regarding this Proposal. Once you have had a chance to review this, please let me know if you have any questions.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.


Freddie E. Lynn, Jr., AIA
Senior Vice President, Architecture

FEL/cwm

Accepted By:

Mr. Donald Mims, County Administrator

TRANSPORTATION
SOURCING
PLANNING
LANDSCAPE
INTERIOR DESIGN
GEOTECHNICAL
ENVIRONMENTAL
ENGINEERING
ARCHITECTURE

RATE SCHEDULE

Principal Architect/Engineer			\$250.00 per hour
Jeffrey Brewer, AIA	George Goodwyn, PE	Galen Thackston, PE, LEED GA	
Steve Cawood, PE	David Reed, PE, PLS	Bill Wallace, AIA	

Executive VP/Senior VP				\$200.00 per hour
Sara Butler, AIA, LEED GA	Burt Hankins, PE, PLS	Kevin Laird, PE	Jim Teel	Lee Walters, PWS
Chris Engel, AIA, LEED BD+C	Mike Keeshen, AIA	Freddie Lynn, Jr., AIA, LEED GA	Euel Screws, PE	
Robert Gray, AIA, LEED AP	Buddy Koonce, PE	Jof Mehaffey, PWS	Derril Strickland, PE	

Vice President				\$190.00 per hour
Steve Alby, AIA, LEED	John Averrett, PE, LEED	Kirk Clayton, PLS	Bobby Kemp, PE	
Al Allenback	Tracy Bassett, AIA	Yann Cowart, AIA	Gary Owen, AIA, LEED GA	
Paul Anderson, AIA	John Bricken, ASLA, LEED GA	Gary Greenshields, AIA	Kevin Wales, PE	

Senior Architect/Engineer/Planner					\$190.00 per hour
Tim Blaydes, PE	Wheeler Crook, PE	Gregory P.(Chuck) Jones, AIA	Russ Roberts, PE	Rick Wendling, AIA	
Bruce Bodner, PE	Murray Dodd, PE	Jennifer Landry, NCIDQ, LEED GA	Jeremy Sasser, PE	Burns Whittaker, PE	
Cedric Campbell, PE	Jim Fibbe, PE	Robert Littleton, AIA	Doug Seagle, PE	Brian Winkler	
Jonathan Carn	Paul Fridl, AIA	Sam Noble, PE	Jeff Slaton, AIA, LEED	Cole Williams, PE	
Bob Carter, PE, PLS	Bryant Griffin, PE, LEED GA	Charles Powell, PE	Max Vaughn, PE	Carla Young, AIA	
Gerald Clark, ASLA	Mike Hamrick, AIA	David Parker, PE	Keith Strickland, PE		
Rick Clay, PLS	Jimmy Highers	Josh Pierce, PE	Mark Tiller, AIA		
Mark Coyle, AIA	John Hoover	Heath Reed, PE	Larry Watts, FAICP		

Architect I/Engineer/Interior Design/Project Manager/Hydrogeologist					\$175.00 per hour
Bonnie Austin, AIA	Juan Gacha, PE	Nadine Nacy	Jay Purkey	James Vaughn	
Curtis Barber	Jacqui Hart, NCIDQ, AIA, LEED	Patrick Neuber, AIA	John Raiford, PE, PhD	Jim Walker, AIA, LEED GA	
Lance Bellenger	Natalie Hobbs, PE	Ed Niel, PLS	Jymalyn Redmond	Charles (Corky) Welch	
Richard Clegg	Stephen Karas, PE	Mark O'Neal	James Robinson, PE	Ben Whittenburg, AIA	
Mike Christensen	Denise King, PE	Topper Parham, AIA	Leonard Robinson, AIA	Bob Woodham, PE, PLS	
Caleb Dean, PE	Michael McNeill, PE	Andy Perry, PE	Kenneth Shelton, PE		
Sheppard Dearing	Bobby McClure	Joe Pester	Katy Thomas, NCIDQ		
Jeff Fennell, PE	Jeff Miller, AIA, LEED	Richard Peterson	David Turner		

Architect II/Engineer/Interior Design/Project Manager/Land Surveyor/Ecologist					\$150.00 per hour
Justin Barrett, PE	Scott Campbell	David Hughes	Melissa Mehaffey	Tim Smitherman, LEED GA	
Chris Beasley	Rob Carlton, PWS	Dina Knight, PM (GIS)	Michelle Morton	Hieu Vo	
Amy Bell, AIA, LEED GA	Trent Catron, NCIDQ	Melanie Lang	Andrew Olds, AIA, JD, LEED AP	Matt Walker, PE	
Rusty Blackwell, PLS LEED GA	Brent Davis	Corley Lauderdale, PE	Richard Painter, AIA		
Stuart Blackwell, PWS	Nick Gant, PE	Joshua Lindstrom, PE	Mary Catherine Price, PE		
Catherine Brooks, NCIDQ	Jay Gunther, PE	Susan McGallagher	Anthony Reid, PE		
Gary Brown	Jill Puncocchar Hall	William McEmore, PE, LEED GA	Kyonta Smith, AIA		

Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist				\$130.00 per hour
Tanner Backman	Rachel Crafton-Stiver	Joseph Herman	Robert Ramsey	Kathryn Strickland
Brandon Bias, AICP, LEED GA	Kevin Downing	Marisa Lappin	Lauren Rainey	Dustin Till
Shannon Bittle	Grant Dozier, LEED GA	Chris Murphy	Soraya Saffouri	Felipe Velastegui
Dale Brasher, ASLA	Catarina Echols, LEED	Case O'Dell	Lauren Sanford	Cameron Weldy, LEED GA
Alecia Brightwell, PE	Savannah Dunson	Patrick O'Leary, PE	Corey Shoop	
John Cleghorn	Andrew Fuller	Ryan Pearce, PE	Edward Smith, EI	
Erik Consuegra	Milvia Gonzalez	Joe Pester	Lori Smith, LEED GA	
Patrick Cox	Alina Hallaq	Andrew Pippin	Matthew Smith	

Intern II/Architect/Engineer/Interior Design/Biologist/Resource Analyst/Airport Planner				\$110.00 per hour
Taylor Bradley	Mary-Whitney Evins, LEED	Steven Major EI	Cody Reed, PE	Alexa Turner, LEED
Oliver Busagara	Bea Forniss	Joshua Macbeth	Evan Reid, Biologist	Josh Vickers
Lisa Bowen-Whaley, PE	Quintavious Guyton	Amber McKinley	Cole Roberson	Frank Wang
Stacey Browning	Jessica Haag	Clint Mitchell	Jordan Russell, EI	Matthew Wert
Wesley Caputo, EI	Daniel Hall	Hillary Morgan	Tabb Sanford	April Yates, Biologist
Parker Clatt, Biologist	Joseph Herman	Dustin Murphy	Jay Shaddix	Jonathan Ziegler
Michelle Conway	Rhys Gratz, EI	Johanna Nemetz	Matt Thomason	
Grant Dozier, LEED GA	Andrew King	Debbie Park		

Technical I/CA/QC				\$140.00 per hour
James Bagley, AIA	Kevin Jett	Jeremy Lewis	Frank Noble	Jeff Smith
Justin Barker	Margie Lambert	Tom McElroy	Matt Pate	John Sumerlin
Lamar Davis, CSI	David Langford	Nathaniel McFarland	Steve Pendley	Mike Swinson
Kurt Hankins				

CA/ROW Acquisition				\$125.00 per hour
Ted Arrington	Kevin Diamond	Jason McCord	Tylon Smith	John Turner
Jeff Bell	Terrance Duke	Jason Pierce	Bobby Spencer	Anthony Van De Ryt
Bo Boykin	Jamie Faust	Don Rector	Terry Staggs	David Waters
Mike Brown	Charlie Harris	A. Dale Robertson	John Snead	Jeff White
Mark Butcher	Judy Jones	Jody Scales	Alex Staton	
Shane Cox	Brent Maddox	DeAndrea Sellers	Jim Sullivan	

Technical II/CA/QC				\$110.00 per hour
Jason Atkins	John Bruner	Donald Jackson	James Patten	Larry Stavish
William Benyo	Adam Clinard	Dianne Massey	Jason Price	Brent Tucker
Michael Camp	Kenya Chillous	Travis McKnight	Wes Spires	

Technical III/CA				\$80.00 per hour
Josh Amacher	Jeffrey Franklin	Christian Loden	Scott Montgomery	Jimmy Pho
Scott Arendsen	Andy Gregory	Zach Merritt	Jason Moorehouse	Winston Richardson
Daniel Brown	Greg Harrison	Allen Miller	T.C. Parks	Mark Smith
Skip Dickinson	Mark Hohnhorst	David Miller	Cody Pierce	Bobby Spencer
Donnie Earnest	Ryan Jessie	Forrest Milstead	Jason Pierce	Terry Staggs

Administrative				\$70.00 per hour
Tiffany Adams	Riley Davis	Renee Fowler	Sue Jones	Beth Shepherd
Kaci Bledsoe	Carrie Day	Linda Gelstman, LEED GA	Missy Lee	JeanAnn Smith
LuAnn Bowser	Pat Dew	Patricia Gerecht	Ashley Morris	Patsy Stinson
Rebecca Connell	Lanita Evans	Andrea Hodges	Tori Miller	Leah Swinney
Elizabeth Cox	Lauren Faulkner	Tammy Huff	Carli Small, LEED GA	Lauren Vinson

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210

FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

August 11, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen, Deputy Administrator *fmc*

SUBJECT: Scott Street Parking Deck

At the Commission meeting on April 18, 2016, the Commission was briefed on the need to inspect the Scott Street Parking Deck ("Deck") for maintenance and repair issues and to repair the roof over the elevators and the security office. The Commission agreed that Goodwyn Mills and Cawood ("GMC") should present a proposal to review existing conditions at the Deck and to proceed with specifications for the roof repair.

Attached is a proposal from GMC to conduct a comprehensive review of existing conditions at the Deck, with compensation not to exceed \$5,000, plus the cost of any outside consultants if needed.

Also attached is a proposal to provide architectural and engineering services for repair of the roof and a contract between GMC and Montgomery County Commission for repair of the roof. Compensation for GMC's services is based on the Alabama Building Commission's standard rates.

I request that acceptance of the two proposals and approval of the contract be placed on the next agenda of a Commission meeting.

August 10, 2016

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

**REFERENCE: SCOTT ST. PARKING DECK ROOF RENOVATIONS
FOR THE MONTGOMERY COUNTY COMMISSION
MONTGOMERY, ALABAMA**

Dear Mr. Mims:

Goodwyn, Mills and Cawood, Inc. (GMC) sincerely appreciates the opportunity to present this proposal to provide Professional Architectural/Engineering services for roof renovations to the Scott St. Parking Deck in downtown Montgomery Alabama.

This proposal is a result of several assumptions made by GMC that will ultimately need confirmation by you with respect to program, budget, schedule and the full scope of services you require. With that, the following is our current understanding of the scope of services, the related fees and the schedule.

I. PROJECT DESCRIPTION

It is our understanding that the scope for this project includes analysis of existing conditions, design and specifications for a new TPO roofing system, analysis and design betterment of the existing roof details at the roofing parapets and penetrations, and providing all associated engineering for the above.

It is noted that interior work not associated with the roof structure repair is not included.

II. SCOPE OF SERVICES

Our services are to be divided into three efforts: Pre-Design, Basic Architectural/Engineering Services and Post Construction Services.

A. Pre-Design:

Pre-Design will include documentation and as-built drawings of the existing roof, eave and soffit conditions. This phase will also include exploration of possible roof systems and design. All data will be presented to the Owner with a discussion of the cost/benefit of different roof systems explored. It is not anticipated, but if required, a roofing consultant can be engaged during this phase.

B. Basic Architectural/Engineering Services

1. Basic Design Services for the Scott St. Parking Deck Reroof



- a. The design includes compliance with local codes and regulations currently enforced. The Basic Architectural Design Services for the improvements will be included that delineate the desired construction and final appearance of all elements, including selection of roofing, framing and eave/soffit systems, flashings, etc.
- b. Basic Structural Design Services if required shall be the design of a structural system to include roof framing repairs and support system for the roof and cornice as required. Roof design will be based on local code structural design load requirements. It is our understanding that all roof dormer type vents shall be removed and the openings closed.
- c. Basic Mechanical Design Services shall include relocation of any mechanical elements as needed.
- d. Basic Electrical Design Service includes extension of existing electrical service to any relocated roof mounted exhaust fan or equipment.
- e. Basic Plumbing and Fire Protection Design Service includes relocation of any conflicting plumbing or fire protection elements as needed for the roof design.
- f. Construction Documents:
During this effort, we will develop the Owner-approved Design Development Documents into a final set of construction drawings and specifications, which will serve as the "confirmed" contract documents and as the basis of your Construction Contract with a General Contractor. These documents will include: (1) Working Drawings, (2) Specifications, (3) General Conditions of the Contract, and (4) Supplemental Conditions of the Contract, if required.
- g. The Architect will assist the Owner in obtaining and evaluating bids if the project is bid. If negotiated, Architect will assist the Owner in evaluating proposals for various invited contractors.

C. Construction Administration Services

These services will be provided as part of the Basic Design Fees. These services include the Administration of the Contract Between Owner and Contractor based on the Documents provided by the Architect.

D. Post-Construction Services

Post-Construction Services will include response to Owner's request for review of warranty items, review of construction approximately 60 days prior to the end of the primary Contractor's warranty period and maintenance of documentation for five years following substantial completion.



III. SPECIAL CONSULTANT DESIGN SERVICES

- A. Special Consultant Services can be provided under the Owner/Architect Agreement, but are not anticipated at this time:

Roofing Consultant
Additional on-site Supervision

The engagement of these specialists will only occur with the approval and consent of the Owner.

- B. It is understood that if consulting services related to environmental concerns are required, such as asbestos or hazardous materials analysis, these services will be provided by the Owner.

IV. OWNER'S RESPONSIBILITY

The Owner will employ a Designated Representative with the authority to make decisions and to serve as the primary point of contact for the Design Team.

We assume that the Owner's responsibilities will include permits, fees, materials testing, and any environmental impact assessment, if required. It is noted that GMC is in possession of a set of as-built documents on loan from the Montgomery County Commission and does not anticipate additional documents being required. The Architect and consultants will rely on the accuracy of these documents in the development of their work.

V. CONSULTANTS

In order to accomplish the scope of work as noted above, we are pleased to propose the following consultants for our team. Substitutions can be made if requested by the Owner.

Basic Services Consultants

- A. **Structural Engineering (if needed)**
Jack Daniels
Blackburn Daniels O'Barr
Montgomery, AL
- B. **Mechanical, Plumbing, and Fire Protection Engineering (if needed)**
Jack Morris
Borden Morris Garner
Montgomery, AL
- C. **Electrical (if needed)**
John Averrett
Goodwyn, Mills & Cawood, Inc.
Montgomery, AL



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- D. Civil Engineering (if needed)
Goodwyn, Mills & Cawood, Inc.
Montgomery, AL

VI. COMPENSATION

- A. Based upon our experience with similar projects, compensation is proposed as follows:

- | | |
|---|------------|
| 1. Site Analysis and As-Built Documentation | \$750.00 |
| 2. Basic Design Services and Post Construction Services
(Architectural, Structural, MEP/FP, Civil) for Building.
Based on 8% of Construction Cost Final Fee | \$2,400.00 |

Note: This fee is reflective of the standard design fee curve set forth by the Alabama Building Commission. Once the actual construction cost is determined, our fees can be fixed to reflect the extent of work.

Based on the initial pricing received from owner, our preliminary estimate of the cost of construction for a new TPO roofing system with new insulation is \$30,000.00.

- B. Reimbursable Expenses

Expenses directly related to the Project will be reimbursed by the Owner, in addition to the compensation outlined above, and will be invoiced to the Owner with 10% markup. Normal reimbursable expenses include costs associated with the costs of reproduction (for progress prints and final construction documents for Owner and General Contractor), and communication (postage, delivery, and handling of documents).

- C. Professional Models and Renderings

Costs of any professional models, renderings and three-dimensional computer modeling authorized by the Owner will be considered as a Reimbursable Expense. These are not anticipated to be required as part of the project.

- D. Payment Schedule

Monthly Based on Progress.

Payment scheduled proposed as a portion of:

Schematic Design Phase	15%
Design Development Phase	20%
Construction Document Phase	40%



Mr. Donald Mims
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Bidding Phase	5%
Construction Administration	<u>20%</u>
TOTAL SERVICES	100%

VII. ADDITIONAL SERVICES

We propose to provide architectural Additional Services, as required, based on written authorization on a pre-determined lump sum basis based on the attached hourly rate sheets. Hourly rates will be revised in June of each year and will reflect an average increase of 4%.

VIII. FORM OF AGREEMENT

AIA B201 Agreement 2007 version, which is standard in the industry.

IX. PROJECT DELIVERY METHOD

Publically Advertised and Bid.

X. SCHEDULE

It is understood and agreed that time is important for the provision of professional services and the Owner and Architect shall mutually prepare a Project Design Schedule which will provide for the timely provision of the Architect's services, the Owner's review and approvals, and for the review and approval of governmental authorities having jurisdiction over the project for the orderly progress of the project. It is anticipated that a set of bid documents can be provided within two (2) weeks of approval of this proposal. If publically bid, an additional period of time, up to four (4) weeks will be required to advertise the project.

XI. KEY PERSONNEL

The following are project personnel and job related titles.

Goodwyn, Mills & Cawood, Inc.

Architecture

- Tracy Bassett
Project Principal
- Chris Murphy
Project Manager
- Skip Dickinson
Construction Documents
- James Bagley
Project Specifications and Quality Control
- David Langford
Construction Administration



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Goodwyn, Mills and Cawood, Inc. enthusiastically looks forward to participating in this project and welcomes an opportunity to discuss any additional concepts or thoughts you may have regarding this Proposal. Once you have had a chance to review this, please let me know if you have any questions.

Sincerely,

GOODWYN, MILLS & CAWOOD, INC.



Freddie E. Lynn, Jr., AIA
Senior Vice President, Architecture

FEL/cwm

Accepted By:

Mr. Donald Mims, County Administrator

TRANSPORTATION
SURVEYING
PLANNING
LANDSCAPE
INTERIOR DESIGN
GEOTECHNICAL
ENVIRONMENTAL
ENGINEERING
ARCHITECTURE

RATE SCHEDULE

Principal Architect/Engineer					\$250.00 per hour
Jeffrey Brewer, AIA	George Goodwyn, PE	Galen Thackston, PE, LEED GA			
Steve Cawood, PE	David Reed, PE, PLS	Bill Wallace, AIA			
Executive VP/Senior VP					\$200.00 per hour
Sara Butler, AIA, LEED GA	Burt Hankins, PE, PLS	Kevin Laird, PE	Jim Teel	Lee Walters, PWS	
Chris Engel, AIA, LEED BD+C	Mike Keeschen, AIA	Freddie Lynn, Jr., AIA, LEED GA	Euel Screws, PE		
Robert Gray, AIA, LEED AP	Buddy Koonce, PE	Jof Mehaffey, PWS	Derril Strickland, PE		
Vice President					\$190.00 per hour
Steve Alby, AIA, LEED	John Averrett, PE, LEED	Kirk Clayton, PLS	Bobby Kemp, PE		
Al Allenback	Tracy Bassett, AIA	Yann Cowart, AIA	Gary Owen, AIA, LEED GA		
Paul Anderson, AIA	John Bricken, ASLA, LEED GA	Gary Greenshields, AIA	Kevin Wales, PE		
Senior Architect/Engineer/Planner					\$190.00 per hour
Tim Blaydes, PE	Wheeler Crook, PE	Gregory P.(Chuck)Jones, AIA	Russ Roberts, PE	Rick Wendling, AIA	
Bruce Bodner, PE	Murray Dodd, PE	Jennifer Landry, NCIDQ, LEED GA	Jeremy Sasser, PE	Burns Whittaker, PE	
Cedric Campbell, PE	Jim Fibbe, PE	Robert Littleton, AIA	Doug Seagle, PE	Brian Winkler	
Jonathan Carn	Paul Fridl, AIA	Sam Noble, PE	Jeff Slaton, AIA, LEED	Cole Williams, PE	
Bob Carter, PE, PLS	Bryant Griffin, PE, LEED GA	Charles Powell, PE	Max Vaughn, PE	Carla Young, AIA	
Gerald Clark, ASLA	Mike Hamrick, AIA	David Parker, PE	Keith Strickland, PE		
Rick Clay, PLS	Jimmy Highers	Josh Pierce, PE	Mark Tiller, AIA		
Mark Coyle, AIA	John Hoover	Heath Reed, PE	Larry Watts, FAICP		
Architect I/Engineer/Interior Design/Project Manager/Hydrogeologist					\$175.00 per hour
Bonnie Austin, AIA	Juan Gacha, PE	Nadine Nacy	Jay Purkey	James Vaughn	
Curtis Barber	Jacqui Hart, NCIDQ, AIA, LEED	Patrick Neuber, AIA	John Raiford, PE, PhD	Jim Walker, AIA, LEED GA	
Lance Bellenger	Natalie Hobbs, PE	Ed Niel, PLS	Jymalyn Redmond	Charles (Corky) Welch	
Richard Clegg	Stephen Karas, PE	Mark O'Neal	James Robinson, PE	Ben Whittenburg, AIA	
Mike Christensen	Denise King, PE	Topper Parham, AIA	Leonard Robinson, AIA	Bob Woodham, PE, PLS	
Caleb Dean, PE	Michael McNeill, PE	Andy Perry, PE	Kenneth Shelton, PE		
Sheppard Dearing	Bobby McClure	Joe Pester	Katy Thomas, NCIDQ		
Jeff Fennell, PE	Jeff Miller, AIA, LEED	Richard Peterson	David Turner		
Architect II/Engineer/Interior Design/ Project Manager/Land Surveyor/Ecologist					\$150.00 per hour
Justin Barrett, PE	Scott Campbell	David Hughes	Melissa Mehaffey	Tim Smitherman, LEED GA	
Chris Beasley	Rob Carlton, PWS	Dina Knight, PM (GIS)	Michelle Morton	Hieu Vo	
Amy Bell, AIA, LEED GA	Trent Catron, NCIDQ	Melanie Lang	Andrew Olds, AIA, JD, LEED AP	Matt Walker, PE	
Rusty Blackwell, PLS LEED GA	Brent Davis	Corley Lauderdale, PE	Richard Painter, AIA		
Stuart Blackwell, PWS	Nick Gant, PE	Joshua Lindstrom, PE	Mary Catherine Price, PE		
Catherine Brooks, NCIDQ	Jay Gunther, PE	Susan McGallagher	Anthony Reid, PE		
Gary Brown	Jill Puncocar Hall	William McLemore, PE, LEED GA	Kyonta Smith, AIA		

Intern I/Architect/Engineer/Interior Design/Geologist/Biologist/Resource Analyst/Ecologist					\$130.00 per hour
Tanner Backman	Rachel Crafton-Stiver	Joseph Herman	Robert Ramsey	Kathryn Strickland	
Brandon Bias, AICP, LEED GA	Kevin Downing	Marisa Lappin	Lauren Rainey	Dustin Till	
Shannon Bittle	Grant Dozier, LEED GA	Chris Murphy	Soraya Saffouri	Felipe Velastegui	
Dale Brasher, ASLA	Catarina Echols, LEED	Case O'Dell	Lauren Sanford	Cameron Weldy, LEED GA	
Alecia Brightwell, PE	Savannah Dunson	Patrick O'Leary, PE	Corey Shoop		
John Cleghorn	Andrew Fuller	Ryan Pearce, PE	Edward Smith, EI		
Erik Consuegra	Milvia Gonzalez	Joe Pester	Lori Smith, LEED GA		
Patrick Cox	Alina Hallaq	Andrew Pippin	Matthew Smith		

Intern II/Architect/Engineer/Interior Design/Biologist/Resource Analyst/Airport Planner					\$110.00 per hour
Taylor Bradley	Mary-Whitney Evins, LEED	Steven Major EI	Cody Reed, PE	Alexa Turner, LEED	
Oliver Busagara	Bea Forniss	Joshua Macbeth	Evan Reid, Biologist	Josh Vickers	
Lisa Bowen-Whaley, PE	Quintavious Guyton	Amber McKinley	Cole Roberson	Frank Wang	
Stacey Browning	Jessica Haag	Clint Mitchell	Jordan Russell, EI	Matthew Wert	
Wesley Caputo, EI	Daniel Hall	Hillary Morgan	Tabb Sanford	April Yates, Biologist	
Parker Cliatt, Biologist	Joseph Herman	Dustin Murphy	Jay Shaddix	Jonathan Ziegler	
Michelle Conway	Rhys Gratz, EI	Johanna Nemetz	Matt Thomason		
Grant Dozier, LEED GA	Andrew King	Debbie Park			

Technical I/CA/QC					\$140.00 per hour
James Bagley, AIA	Kevin Jett	Jeremy Lewis	Frank Noble	Jeff Smith	
Justin Barker	Margie Lambert	Tom McElroy	Matt Pate	John Sumerlin	
Lamar Davis, CSI	David Langford	Nathaniel McFarland	Steve Pendley	Mike Swinson	
Kurt Hankins					

CA/ROW Acquisition					\$125.00 per hour
Ted Arrington	Kevin Diamond	Jason McCord	Tylon Smith	John Turner	
Jeff Bell	Terrance Duke	Jason Pierce	Bobby Spencer	Anthony Van De Ryt	
Bo Boykin	Jamie Faust	Don Rector	Terry Staggs	David Waters	
Mike Brown	Charlie Harris	A. Dale Robertson	John Snead	Jeff White	
Mark Butcher	Judy Jones	Jody Scales	Alex Staton		
Shane Cox	Brent Maddox	DeAndrea Sellers	Jim Sullivan		

Technical II/CA/QC					\$110.00 per hour
Jason Atkins	John Bruner	Donald Jackson	James Patten	Larry Stavish	
William Benyo	Adam Clinard	Dianne Massey	Jason Price	Brent Tucker	
Michael Camp	Kenya Chillous	Travis McKnight	Wes Spires		

Technical III/CA					\$80.00 per hour
Josh Amacher	Jeffrey Franklin	Christian Loden	Scott Montgomery	Jimmy Pho	
Scott Arendsen	Andy Gregory	Zach Merritt	Jason Moorehouse	Winston Richardson	
Daniel Brown	Greg Harrison	Allen Miller	T.C. Parks	Mark Smith	
Skip Dickinson	Mark Hohnhorst	David Miller	Cody Pierce	Bobby Spencer	
Donnie Earnest	Ryan Jessie	Forrest Milstead	Jason Pierce	Terry Staggs	

Administrative					\$70.00 per hour
Tiffany Adams	Riley Davis	Renee Fowler	Sue Jones	Beth Shepherd	
Kaci Bledsoe	Carrie Day	Linda Geistman, LEED GA	Missy Lee	JeanAnn Smith	
LuAnn Bowser	Pat Dew	Patricia Gerecht	Ashley Morris	Patsy Stinson	
Rebecca Connell	Lanita Evans	Andrea Hodges	Tori Miller	Leah Swinney	
Elizabeth Cox	Lauren Faulkner	Tammy Huff	Carli Small, LEED GA	Lauren Vinson	

CONTRACT CHANGE ORDER

Change Order No. 1 Date 7/21/2016 B.C.No. N/A

TO: (Contractor) Norris Building Company, Inc. P.O. Box 20667 Montgomery, Alabama 36120-0667	PROJECT: Montgomery County Probate and Revenue Office South 3425 McGehee Road Montgomery, Alabama 36111
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TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)

Please provide a credit for the remaining allowances. Throughout the project, we authorized the contractor to perform several additional items not included in the original Contract using money provided in the allowances for the Project. Please see attached Change Order Request Log to see how these allowances were allocated for these changes. The remaining allowance amount to be credited is \$7,598.00.

ORIGINAL CONTRACT SUM	\$ <u>920,911.00</u>
NET TOTAL OF PREVIOUS CHANGE ORDERS	\$ <u>0.00</u>
PREVIOUS REVISED CONTRACT SUM	\$ <u>920,911.00</u>
THIS CHANGE ORDER WILL ☐ INCREASE ☒ DECREASE THE CONTRACT SUM BY	\$ <u>7,598.00</u>
REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER	\$ <u>913,313.00</u>

EXTENSION OF TIME resulting from this Change Order None (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

Hartford Fire Insurance Company

(Company)

By Billie Jo Sanders
(Attach current Power of Attorney)

RECOMMENDED

By John R. Chappell Jr.
Architect

CONTRACTING PARTIES

Norris Building Company, Inc.
Contractor

By Wade Norriss - Vice President
Name & Title

APPROVALS

STATE OF ALABAMA BUILDING COMMISSION
(Not required for locally-funded SDE projects)

(Awarding Authority)

By _____
Director, Technical Staff

Name & Title _____

By _____

Montgomery County Probate and Revenue South Office - Change Order Request Log

COR No.	Description	Proposal		Acceptance		Remarks
		Date	Amount	Date	Amount	
1	Replace existing 10 gal. water heater with a new 20 gal. water heater	01/08/16	\$ 3,525.00	01/27/16	\$ 3,525.00	
2	Paint Existing Downspouts (10 ea.)	02/05/16	\$ 396.00	02/26/16	\$ 396.00	
3	ASI's 12, 14	02/05/16	\$ 3,236.00	02/26/16	\$ 3,236.00	Revised on 2.24.16 to remove ASI #8
4	ASI's 6, 7, 8	03/04/16	\$ 6,861.00	03/11/16	\$ 6,861.00	Revised on 2.19.16 to delete added phone outlet. Revised on 2.25.16 to add ASI #8 and use unit prices. Revised on 3/4/16 to include electrical contingency credit
5	Retaining Wall Replacement	03/07/16	\$ 11,053.00	04/13/16	\$ 11,053.00	
6	ASI 15 Remove/Replace Unsuitable Soils	04/06/16	\$ 7,976.00	04/13/16	\$ 7,976.00	
7	Signage	04/06/16	\$ 18,599.00	04/13/16	\$ 18,599.00	
8	Additional Roller Shades at Exterior Storefront	04/27/16	\$ 3,016.00	04/27/16	\$ 3,016.00	
9	Replace Faucet at Mop Sink	04/27/16	\$ 470.00	04/27/16	\$ 470.00	
10	Asphalt Changes/Recommendations	05/09/16	\$ 28,958.00	06/02/16	\$ 1,550.00	Option 1 Approved Only
11	Replace Existing Time Clocks	05/20/16	\$ 620.00	06/02/16	\$ 620.00	
12	Additional Structured Cabling (Demarc to IT room)	05/20/16	\$ 5,977.00	06/02/16		Not Approved
	Total Changes Proposed To Date:		\$90,687.00			
	Total Changes Accepted To Date:				\$ 57,402.00	

Project Allowances:	
Signage	\$ 25,000
Structural	\$ 25,000
Landscaping	\$ 10,000
Retaining Wall Repairs	\$ 5,000
TOTAL PROJECT ALLOWANCES	\$ 65,000.00

Balance of Allowances \$ 7,598.00



Please Remit To:
AUM OutReach
Center for Lifelong Learning
75 TechnaCenter Drive
Montgomery, Al 36117

INV# MC-MCC

INVOICE

Name: Montgomery County Commission
 ATTN: DiDi Henry
 Address: 101 S. Lawrence Street
 City: Montgomery State: AL Zip: 36104

Date: 8/4/2016
 Contact: Beth Johnson
 Phone: 334-244-3839
 Fax: _____

Description		
2016 - 2017 Auburn Montgomery's OutReach Business Breakfast Series Montgomery Corporate Sponsorship * Table for eight (8) at the Montgomery breakfasts held at Wynlakes In Montgomery, AL * Table for eight (8) at the October 2016 joint breakfast held at The Marriott in Prattville, AL Thank you for your business!		\$1,000.00
Cash, Check and Credit Card Payments are Accepted		Subtotal
		\$1,000.00
		Total
		\$1,000.00

Please return a copy of the invoice with payment!

Thank you for partnering with Auburn Montgomery OutReach



NABCO

National Association of Black County Officials

INVOICE

Date:	Invoice No:	DUE UPON RECEIPT
	NABCO 2016 Dues	

BILL TO:
Montgomery County Commission / Administration P.O. Box 1667 Montgomery, Alabama 36102-1667

Make Checks Payable to:
NABCO 25 Massachusetts Ave, NW Suite 500 Washington, DC 20001

Description	Dues
NABCO 2016 Dues \$100 per person Chairman Elton N. Dean, Sr. Vice Chairman Dan Harris Commissioner Jiles Williams, Jr.	\$ 300
Total Amount:	\$ 300

Bill To

25 Massachusetts Ave, NW Tel: (202) 350-6696
Suite 500 Fax: (202) 350-6699
Washington, DC 20001 E-mail: abell3@waynecounty.com

SEP - 6 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 6

DEPARTMENT:	DA Child Support	REVIEWED:	S. Thomas	8/10/2016
DATE:	8/10/2016		Finance Director	Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Retiree Allowances & Benefits	775-56120-127	15,960	6,650	22,610
Health Insurance	775-56120-122	95,760	(4,500)	91,260
Retirement	775-56120-121	58,685	(2,150)	56,535
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		170,405	0	170,405

JUSTIFICATION:

To realign the benefit budgets to cover the retiree health insurance.

SEP - 6 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	8/10/2016
DATE:	8/10/2016		Finance Director	Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair and Maint DP Equip	001-51965-235	348,000	(20,000)	328,000
Repair and Maint Software	001-51965-240	421,750	(35,000)	386,750
Professional Services	001-51965-307	50,000	(10,000)	40,000
Software	001-51965-586	65,000	65,000	130,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		884,750	0	884,750

JUSTIFICATION:

To realign the IT budget to fund the County's portion of Montgomery Internet Exchange (MIX) project.

SEP - 6 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT:	PERSONNEL	REVIEWED: S. Thomas	8/10/2016
DATE:	8/10/2016	Finance Director	Date
REQUESTED BY:	Carmen Douglas	APPROVED:	
Elected Official/Dept. Head	Personnel Director	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	123-51961.115	0	1,500	1,500
Dues and Membership Fees	123-51961.171	2,350	125	2,475
Repair and Maintenance Softw	123-51961.240	50,000	12,500	62,500
Insurance Public Officials Lias.	123-51961.275	23,900	(12,500)	11,400
Administration Expense	123-51961.499	10,654	(1,625)	9,029
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		86,904	0	86,904

JUSTIFICATION:

Year-end budget adjustments to offset increased costs in Extra Help, Dues, and Software Maintenance from decreased costs in Insurance and Administration

SEP - 6 2016
BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Sheriff	REVIEWED: S. Thomas	8/10/2016
DATE:	8/10/2016	Finance Director	Date
REQUESTED BY:	Derrick Cunningham	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Data Processing Equipment Rental	001-52110.232	28,080	6,000	34,080
Copy Machine Rental	001-52110.223	14,292	(6,000)	8,292
TOTAL		42,372	0	42,372

JUSTIFICATION:

To realign the budget to cover increased NCIC equipment rental cost.

SEP - 6 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 8

DEPARTMENT:	Youth Facility	REVIEWED:	S. Thomas	8/10/2016
	8/4/2016		Finance Director	Date
REQUESTED BY:	Bruce R. Howell	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE	REVISED BUDGET
Misc. Supplies	001-52602-219	22,000	(6,000)	16,000
Repair buildings	001-52602-231	25,000	6,000	31,000
TOTAL				

JUSTIFICATION:

To cover the cost of building repairs.

SEP - 6 2016

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 80

DEPARTMENT:	County Comm Appropriations	REVIEWED: S. Thomas	8/30/2016
DATE:	8/15/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
The Montgomery Symphony Association	001-57600.450	0	20,000	20,000
Donation Revenue	001-40000.47701	(451,744)	(20,000)	(471,744)
TOTAL		(451,744)	0	(451,744)

JUSTIFICATION:

To provide funding to The Montgomery Symphony Association d/b/a Montgomery Symphony Orchestra for the Montgomery Symphony Academy of Music Program.

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1171

Date Requisition Created: 8/17/2016 1:50:55 PM

Requisition Properties

Start Date	9/26/2016		WorkOrderNumber	
Desired Hire Date	9/19/2016		Recruitment Number	
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Community Corrections	☒	SelfBudget	30 - COMMUNITY CORRECTIONS	☒	Job Class Code and Title	CO0357 - Communi	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	Select Job Class and Job Title	☒			

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	1	☒	Jurisdictions	Montgomery County	☒	Emp. Status	Full-Time	☒
-------	---	-------------------------------------	---------------	-------------------	-------------------------------------	-------------	-----------	-------------------------------------

Notes

Position # 300357001 - To fill vacancy created by the promotion

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire	9/26/2016		Pay Grade	A-04	County Payroll Number	
Notes	To fill position vacated by the promotion of Amberly Tutt-Lewis					
COUNTY USE ONLY	Manpower Data Entered By					COUNTY USE ONLY
						Manpower Data Entered On

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1151

Date Requisition Created: 8/1/2016 3:51:36 PM

Requisition Properties

Start Date	8/1/2016		WorkOrderNumber	
Desired Hire Date	8/15/2016		Recruitment Number	
Position Type			Prefer Position(s) to be Filled By	
Open Competitive	☒		Open Competitive	☒

Department and Class Information

Department Name		SelfBudget		Job Class Code and Title
Detention Facility	☒	50 - DETENTION FACILITY	☒	CO0419 - Corrections Officer
Override Dept Name		Certify Register from Alternate Job Class		
Detention Facility	☒	CO0419 - Corrections Officer Trainee		☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
position # 051 (replacement of Shateryka Knight)			
Notes			
COUNTY USE ONLY		COUNTY USE ONLY	
Manpower Data Entered By		Manpower Data Entered On	

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1152

Date Requisition Created: 8/1/2016 4:06:25 PM

Requisition Properties

Start Date	8/1/2016		WorkOrderNumber	
Desired Hire Date	8/15/2016		Recruitment Number	
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	☒	SelBudget	☒	Job Class Code and Title	☒
Detention Facility		50 - DETENTION FACILITY		CO0420 - Corrections Officer	
Override Dept Name	☒	Certify Register from Alternate Job Class			☒
Detention Facility		CO0420 - Corrections Officer			

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

[View Details](#)

Requisition Supporting Information

Proposed Effective Date of Hire	8/15/2016	Pay Grade	County Payroll Number
Notes	Position #211 (replacement of Sommer Washington)		
COUNTY USE ONLY		COUNTY USE ONLY	
Manpower Data Entered By		Manpower Data Entered On	

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1143

Date Requisition Created: 7/28/2016 9:19:27 AM

Requisition Properties

Start Date	7/28/2016		WorkOrderNumber	
Desired Hire Date	8/15/2016		Recruitment Number	
Position Type	Open Competitive		Prefer Position(s) to be Filled By	
			Select One	

Department and Class Information

Department Name	Sheriff		SelBudget	55 - SHERIFF		Job Class Code and Title	CO0431 - Deputy Sheriff	
Override Dept Name	Select Department		Certify Register from Alternate Job Class	CO0430 - Deputy Sheriff Trainee				

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	1		Jurisdictions	Montgomery County		Emp. Status	Full-Time	
+			Notes	Position #029 (Replacement of Brandon Potter)				
								View Details
+								

Requisition Supporting Information

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY		COUNTY USE ONLY	
Manpower Data Entered By		Manpower Data Entered On	

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1142

Date Requisition Created: 7/28/2016 9:14:30 AM

Requisition Properties

Start Date	7/28/2016		WorkOrderNumber	
Desired Hire Date	8/15/2016		Recruitment Number	-
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒
			Select One	

Department and Class Information

Department Name	Sheriff	☒	SelBudget	55 - SHERIFF	☒	Job Class Code and Title	CO0431 - Deputy Sheriff	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	CO0430 - Deputy Sheriff Trainee	☒			

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	1	☒	Jurisdictions	Montgomery County	☒	Emp. Status	Full-Time	☒
Notes	Position #062 (Replacement of David Mastin)							View Details

Requisition Supporting Information

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY Manpower Data Entered By	COUNTY USE ONLY Manpower Data Entered On		

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission

Date Requisition Created: 8/9/2016 2:28:09 PM

Requisition ID: 1159

Requisition Properties

Start Date	8/9/2016		WorkOrderNumber	
Desired Hire Date	8/29/2016		Recruitment Number	
Position Type	Prefer Position(s) to be Filled By			
Open Competitive	☒	Open Competitive	☒	

Department and Class Information

Department Name	☒	SelBudget	☒	Job Class Code and Title	☒
Sheriff		55 - SHERIFF		CO0464 - Records & Identification Clk	
Override Dept Name	☒	Certify Register from Alternate Job Class			☒
Sheriff		CO0464 - Records & Identification Clerk			

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒



Notes

Replacement of Diana Jackson- position # 187

[View Details](#)**Requisition Supporting Information**

Proposed Effective Date of Hire		Pay Grade	County Payroll Number
Notes			
COUNTY USE ONLY	COUNTY USE ONLY		
Manpower Data Entered By	Manpower Data Entered On		

Terri Henderson

From: Lauren Bradley <bamalolly@gmail.com>
Sent: Monday, August 8, 2016 11:42 AM
To: Terri Henderson
Subject: Letter of resignation
Attachments: Resignation Letter.odt

Terri,

Per our conversation, I have attached my official letter of resignation.

Please let me know if there's anything else you need.

Thank you,

Lauren

August 8, 2016

Dear Terri,

Per our conversation, please accept this letter as my formal resignation, effective immediately. I have enjoyed my time at the county greatly and appreciate the opportunity to be a part of your team. I will miss you all, but I know this is the best decision for my family at this point in our lives. I hope to see you again soon.

Thank you.

Sincerely,
Lauren Bradley

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 37

AGENDA

SEP - 6 2016

Date: August 18, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Alabama
Departure Date: September 9, 2016 Return Date: September 11, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the USS Ship Montgomery (LCS8) Commissioning Events

Traveler (s) Name: 1. Elton Dean 4. Andrew Hall
2. Dan Harris 5. _____
3. Ronda Walker 6. _____

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

Total (est.) Cost: \$1,659.40 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: Meals - \$375.00 ; Mileage - \$734.40; Hotel- \$550.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,659.40 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$36,500.00</u>
Approved Requests:	<u>\$33,792.21</u>
Budget Available:	<u>\$2,707.79</u>
Current Requests:	<u>\$1,659.40</u>
Budget Balance:	<u>\$1,048.39</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/31/2016

cc: Finance Director / Buyer

27-1

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Date: August 24, 2016
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

AGENDA

SEP - 6 2016

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 21, 2016 Return Date: September 21, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend Alabama Society of CPA's course- Preventing & Detecting Identity Theft
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Finance Department Fund Name: General

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$250.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$1,351.76</u>
Budget Available:	<u>\$1,648.24</u>
Current Requests:	<u>\$250.00</u>
Budget Balance:	<u>\$1,398.24</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/24/2016

cc: Finance Director / Buyer

27-2

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

SEP - 6 2016

Date: August 29, 2016

To: Donald L. Mims, Administrator

From: Probate Judge Steven L. Reed

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington D.C.

Departure Date: September 15, 2016 Return Date: September 18, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: To attend the Annual Legislative Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$110.00

Department Name: Probate Fund Name: Probate Elections

Additional Comments: _____

To: Probate Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$110.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51910.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$537.19</u>
Budget Available:	<u>\$2,462.81</u>
Current Requests:	<u>\$2,000.00</u>
Budget Balance:	<u>\$462.81</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/29/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

SEP - 6 2016

Date: August 29, 2016
To: Donald L. Mims, Administrator
From: Probate Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: September 14, 2016 Return Date: September 15, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To attend the Alabama Probate Judges' Conference

Traveler (s) Name: 1. Malcolm Richard 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,098.19 Advance Registration Required: \$250.00

Department Name: Probate Fund Name: Probate 51300.265

Additional Comments: _____

To: Probate Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,098.19 and advance registration of \$250.00 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 & Training</u>
Current Budget:	<u>\$14,000.00</u>
Approved Requests:	<u>\$11,443.27</u>
Budget Available:	<u>\$2,556.73</u>
Current Requests:	<u>\$1,098.19</u>
Budget Balance:	<u>\$1,458.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/29/2016

cc: Finance Director / Buyer

27-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

AGENDA

SEP - 6 2016

Date: August 29, 2016
To: Donald L. Mims, Administrator
From: Probate Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: September 14, 2016 Return Date: September 15, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To attend the Alabama Probate Judges' Conference

Traveler (s) Name: 1. Sgt. Juan Jerry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$300.00 Advance Registration Required: \$0.00

Department Name: Probate Fund Name: Probate 51300.265

Additional Comments: _____
Sgt. Jerry is going to assist the Probate Judge

To: Probate Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$0.00 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 & Training</u>
Current Budget:	<u>\$14,000.00</u>
Approved Requests:	<u>\$11,443.27</u>
Budget Available:	<u>\$2,556.73</u>
Current Requests:	<u>\$1,398.19</u>
Budget Balance:	<u>\$1,158.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/29/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 13

AGENDA

SEP - 6 2016

Date: August 30, 2016
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)
Departure Date: October 5, 2016 Return Date: October 6, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CROAA: Enforcement of Local Taxes & Licenses Class In Prattville, AL
On 10/5/2016 And 10/6/2016. Attendees Will Each Earn 12 CPE Hours To Apply
Toward Their CRE or CRO Certification Requirements.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. Courtney Oates 5. _____
3. Kenneth Holmes 6. _____

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

Total (est.) Cost: \$628.68 Advance Registration Required: \$525.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fees \$175.00 Each. Lodging \$0. Mileage \$103.68. Meals \$0.
Required Class For CROAA Program Sponsored By The ACCA.

NOTE: FUNDS TO BE TAKEN FROM FY2017 BUDGET.

To: Terri Henderson, Revenue Manager
From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$628.68 and advance registration of \$525.00 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>\$10,000.00</u>
Approved Requests:	<u>\$8,087.33</u>
Budget Available:	<u>\$1,912.67</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$1,912.67</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/31/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

AGENDA

SEP - 6 2016

Date: August 30, 2016
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL (Marriott Legends Hotel and Conference Center at Capitol Hill)
Departure Date: October 5, 2016 Return Date: October 5, 2016
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Presenter/Speaker at CROAA: Enforcement of Local Taxes & Licenses Class
in Prattville, AL on First Day of Course on Wednesday 10/5/2016.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$17.28 Advance Registration Required: \$0.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee \$0. Lodging \$0. Mileage \$17.28. Meals \$0.

Required Class For CROAA Program And Sponsored By The ACCA.

NOTE: FUNDS TO BE TAKEN FROM FY2017 BUDGET.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$17.28 and advance registration of \$0.00 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>\$10,000.00</u>
Approved Requests:	<u>\$8,087.33</u>
Budget Available:	<u>\$1,912.67</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$1,912.67</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/31/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 58

Date: August 15, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

AGENDA

SEP - 6 2016

Request approval to be granted for the following:

Destination: Hattiesburg, MS
Departure Date: September 26, 2016 Return Date: September 30, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: attend RCTA Training course

Traveler (s) Name: 1. Rodney Barrett 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 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 & Training</u>
Current Budget:	<u>\$26,100.00</u>
Approved Requests:	<u>\$24,375.42</u>
Budget Available:	<u>\$1,724.58</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$1,624.58</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/15/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

AGENDA

SEP - 6 2016

Date: August 19, 2016
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Management
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Marco, Florida
Departure Date: October 18, 2016 Return Date: October 21, 2016
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the STATES' Fall Board Meeting/General Membership Meeting

Traveler (s) Name: 1. Scott Kramer 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: Risk Management Fund Name: Liability

Additional Comments: *All expense will be reimbursed by STATES*

To: Scott Kramer, Risk Management
From: Donald L. Mims, Administrator

The above request is app. 9/6/16 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>007-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$4,807.28</u>
Budget Available:	<u>\$10,192.72</u>
Current Requests:	<u>\$519.52</u>
Budget Balance:	<u>\$9,673.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/19/2016

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Date: August 23, 2016
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

AGENDA

SEP - 6 2016

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: September 26, 2016 Return Date: September 30, 2016
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO 101: Fundamentals of Real Property Appraisal (30 Hours)

Traveler (s) Name: 1. Antreece Stringer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,227.40 Advance Registration Required: \$550.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Mileage: \$302.40 Meals: \$375.00
Registration: \$550

TOTAL EST. COST: \$1227.40

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 9/6/16 reimbursement of actual and necessary expenses in the
approximate amount of \$1,227.40 and advance registration of \$550.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$15,788.87</u>
Budget Available:	<u>\$14,211.13</u>
Current Requests:	<u>\$1,227.40</u>
Budget Balance:	<u>\$12,983.73</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/24/2016

cc: Finance Director / Buyer

27-10

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-16B-036				Save Systems, Inc. 16715 Hilltop Park Place Chagnin Falls, OH 44023 Attn: John O'Brien (440)543-3388		Coast to Coast Computer Products, Inc. 4277 Valley Fair St. Simi Valley, CA 93063 Attn: Melissa Servatdjoo (800)223-8890		Point Security, Inc "NO BID"		Esri, Inc. "NO BID"		Icon Enterprises, Inc. "NO BID"	
DATE ISSUED: August 15, 2016													
DATE OPENED: August 31, 2016													
Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC Clarion CX4 DAE												
	Disk Storage 450 GB												
	New Equipment	Ea	1										
	Used Equipment	Ea	1	\$1,575.00	\$1,575.00	\$1,320.00	\$1,320.00						
2	EMC Clarion CX4 DAE												
	Disk Storage 2TB 7.2K												
	New Equipment	Ea	3										
	Used Equipment	Ea	3	\$4,250.00	\$12,750.00	\$3,520.00	\$10,560.00						
3	EMC Clarion CX4												
	300 GB												
	New Equipment	Ea	12										
	Used Equipment	Ea	12	\$55.00	\$660.00	\$66.00	\$792.00						
4	EMC Clarion CX4												
	450 GB												
	New Equipment	Ea	12										
	Used Equipment	Ea	12	\$85.00	\$1,020.00	\$93.50	\$1,122.00						
TOTAL BID AMOUNTS					\$16,005.00		\$13,794.00						

Notes:

147 BIDS MAILED

Page 1

SAN Storage Expansion

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-16B-036				Syscon "NO BID"		Royal Office Equipment "NO BID"		SDS Marketing "NO BID"		Ricoh USA, Inc. "NO BID"		Canon Solutions "NO BID"	
DATE ISSUED: August 15, 2016													
DATE OPENED: August 31, 2016													
Information Systems													
TERMS OF PAYMENT / DISCOUNT:				EXTENDED AMOUNT		EXTENDED AMOUNT		EXTENDED AMOUNT		EXTENDED AMOUNT		EXTENDED AMOUNT	
DELIVERY DATE:				UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE		UNIT PRICE	
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY										
1	EMC Clarion CX4 DAE												
	Disk Storage 450 GB												
	New Equipment	Ea	1										
	Used Equipment	Ea	1										
2	EMC Clarion CX4 DAE												
	Disk Storage 2TB 7.2K												
	New Equipment	Ea	3										
	Used Equipment	Ea	3										
3	EMC Clarion CX4												
	300 GB												
	New Equipment	Ea	12										
	Used Equipment	Ea	12										
4	EMC Clarion CX4												
	450 GB												
	New Equipment	Ea	12										
	Used Equipment	Ea	12										
TOTAL BID AMOUNTS													

Notes:

147 BIDS MAILED

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SAN Storage Expansion

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51965-16B-036				Mitchell Humphrey Software "NO BID"		Stern Brothers "NO BID"							
DATE ISSUED: August 15, 2016													
DATE OPENED: August 31, 2016													
Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC Clarion CX4 DAE												
	Disk Storage 450 GB												
	New Equipment	Ea	1										
	Used Equipment	Ea	1										
2	EMC Clarion CX4 DAE												
	Disk Storage 2TB 7.2K												
	New Equipment	Ea	3										
	Used Equipment	Ea	3										
3	EMC Clarion CX4												
	300 GB												
	New Equipment	Ea	12										
	Used Equipment	Ea	12										
4	EMC Clarion CX4												
	450 GB												
	New Equipment	Ea	12										
	Used Equipment	Ea	12										
TOTAL BID AMOUNTS													

Notes:

28.4

147 BIDS MAILED

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SAN Storage Expansion

5% Local Bid Preference Calculation

Lowest Bid:

Fotronic Corporation \$8,594.50

5% Local Preference 429.73

Maximum Awardable Amount **\$9,024.23**

Montgomery County Vendor Bid:

Graybar Electric \$8,852.41

Award of bid:

Graybar Electric **\$8,852.41**

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Montgomery County Commission

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Page 1

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID #6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51965-16B-037				Royal Office Equipment 2670 Zelda Rd. Montgomery, AL 36107 NO BID		Ricoh USA, Inc. 2350 Fairlane Dr., Ste, 100 Montgomery, AL 36116 NO BID		SDS Marketing, Inc. 2835 Zelda Rd., Ste. 3 Montgomery, AL 36106 NO BID		Stern Brothers 204 N. Holt St. Montgomery, AL 36102 NO BID			
DATE ISSUED: August 15, 2016													
DATE OPENED: August 31, 2016													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Fluke OPVXG-WFA	ea.	1		\$ -								
	Optiview AirMagnet				\$ -								
	WIFI Analyzer				\$ -								
	New Equipment				\$ -								
	Old Equipment				\$ -								
2	Fluke GLD-OPVXG-WFA	ea.	1		\$ -								
	Gold Support				\$ -								
	Agreement for OPVXG-WFA				\$ -								
3	FLUKE OPVXG-SXT	ea.	1		\$ -								
	Optiview AirMagnet				\$ -								
	Spectrum XT				\$ -								
	New Equipment				\$ -								
	Old Equipment				\$ -								
4	Fluke GLD-OPVXG-SXT	ea.	1		\$ -								
	Gold Support				\$ -								
	Agreement for OPVXG-SXT				\$ -								
	5% Vendor Local Preference				\$ -								
					\$ -								

29.4

SEP - 6 2016

**Scope of Work
DEA Authorization 2b
Phase II Field Activities**

**Soil Vapor Sampling Field Activities, Second Hydraulic Study, and Draft
Environmental Investigation Report
for the Downtown Environmental Assessment Project
August 26, 2016**

This document presents CH2M HILL Engineers, Inc.'s (CH2M) scope of work (SOW) to provide continuing environmental services support to the Downtown Environmental Alliance (DEA) for the Downtown Environmental Assessment Project (DEAP). This SOW is consistent with the *Final Technical Work Plan; Downtown Environmental Assessment Project; Montgomery, Alabama* (CH2M 2016), which will be referred to hereinafter as the TWP.

In order to accurately estimate the costs for the field work to be performed for the DEAP, CH2M divided the field work portion of the project (described as Authorization 2 in previous project planning documents) into two authorizations. Authorization 2a included the comprehensive groundwater sampling event, the first Hydraulic Study, and additional meeting support. Authorization 2b (included in this SOW) includes the labor and expenses for the soil vapor sampling, the second Hydraulic Study, additional meeting support and community involvement activities, and preparation of the Draft Environmental Investigation (EI) Report. The purpose of this division was to allow CH2M to better estimate the level-of-effort needed for the soil vapor sampling, which was predicated on the results of the groundwater sampling.

In addition, CH2M and the DEA Technical Committee met with the Alabama Department of Environmental Management (ADEM) on August 22 to confirm their approval of the approach outlined in this scope of services. ADEM did provide that approval, which will allow DEA to complete this scope of services within the timeframe outlined in the TWP and allows DEA to stay on its schedule for completion of the overall investigative effort outlined in the TWP.

Task 1: Soil Vapor Sampling Effort

During the Phase I field activities, groundwater samples were collected from 14 monitoring wells as outlined in the TWP. Based on the results of the groundwater sampling, four shallow monitoring wells (MW-2S, MW-8S, MW-12S, and TMPZ-1) exhibited tetrachloroethene (PCE) concentrations that exceeded the residential vapor intrusion screening level (VISL). Therefore, as outlined in the TWP, CH2M will collect two soil vapor samples at each of these four monitoring well locations. One sample will be collected from approximately 6 to 8 feet below ground surface (bgs), which is the estimated basement slab depth of a future building¹, and a deeper sample will be collected just above the capillary fringe (the groundwater level ranges from about 25 to 40 feet bgs). Each boring will be at least 5 feet away from the monitoring well and each other. In accordance with the TWP, temporary soil vapor probes will be installed using the Geoprobe post-run tubing method with a direct-push technology (DPT) rig. The soil vapor probes will be helium leak tested and then soil vapor samples will be collected in Summa canisters (as described in Appendix A of the TWP) and sent to a subcontracted laboratory for site-specific

¹ Monitoring wells with VISL exceedances are not adjacent to existing buildings.

chemicals of concern (COC) analysis. The temporary soil gas probes will be removed and abandoned by grouting them with bentonite slurry after sampling is completed. The probes will be installed and abandoned by the drilling subcontractor in the same mobilization.

Also, geotechnical samples will be collected from the vadose zone using Shelby Tubes near these monitoring well locations. The samples will be co-located at the four locations where soil vapor samples will be collected. Geotechnical samples will be collected using a DPT drilling rig. One Shelby Tube will be collected at representative lithologic units identified based on available boring logs (estimated to be six Shelby tube samples). The samples will be collected for analysis of dry bulk density, total porosity, saturated porosity, and fraction of organic carbon (FOC), as specified in the TWP. These samples will be used to evaluate the site-specific potential for soil vapor attenuation in the vadose zone and the variability of geotechnical parameters in the subsurface.

Also, area-specific soil vapor samples will be collected around the County Annex III Building and north wing of the Alabama Attorney General's (AG's) Building. Temporary soil vapor probes will be installed and sampled at a total of seven locations: four locations surrounding the County Annex III Building (one on each side of the building) and three locations around the northern wing of the Alabama AG's Building (one on each side of the wing). These probes will be installed to depths of approximately 10 to 15 feet bgs using hand tooling instead of a DPT rig in some areas to avoid damage to the landscaping around the buildings. A DPT rig will be used in areas where damage to the landscape is not an issue. Additionally, soil vapor samples will be collected from two depths, 10 feet and 50 feet, at the existing vapor intrusion monitoring system (VIMS) located across Washington Avenue from the County Annex III Building. Soil vapor samples will be collected in Summa canisters (as described in Appendix A of the TWP) and sent to a subcontracted laboratory for site-specific COC analysis.

Samples will be collected in accordance with the Alabama Environmental and Investigation and Remediation Guidance (AEIRG) and the site specific sampling and analysis plan (SAP) in Appendix A of the TWP. Quality assurance/quality control (QA/QC) samples also will be collected (1 field duplicate per 10 environmental samples).

A total of 17 samples will be collected for COC analysis (via Method TO-15). The total number of samples includes the appropriate QA/QC samples, as listed previously. The data will be validated and evaluated for usability to a level compliant with U.S Environmental Protection Agency (EPA) and ADEM guidelines.

Once the DPT and soil vapor locations are installed, each location will be surveyed by a licensed, professional land surveyor in the State of Alabama, to establish horizontal controls.

For estimating purposes, CH2M assumes the following:

- Authorization is received by September 2 and the soil vapor sampling described above will be conducted in mid-September 2016, such that this work can be completed before the end of the summer season.
- Investigation-derived waste (IDW) (soil cuttings from the DPT activities) will be placed in 55-gallon drums provided by the drilling subcontractor and transported to a secure location approved by the City for temporary storage. CH2M assumes that four IDW drums will be generated during these activities. CH2M will collect a representative sample from each drum for total volatile organic compounds (VOCs) (PCE, trichloroethene (TCE), and dichloroethene (DCE) only), Resource Conservation and Recovery Act (RCRA) metals, and pH/Flashpoint (if needed) analyses for IDW characterization to assess disposal options.

- For cost estimating purposes, CH2M assumes the soil IDW will be nonhazardous and disposed of at the North Montgomery Landfill. If the IDW is determined to be hazardous, the IDW will be disposed of at an offsite hazardous waste facility. A cost addendum will be prepared to cover the cost of disposal at an offsite hazardous waste facility.
- CH2M assumes that waste documentation (i.e., manifests and profiles) will be signed by a representative of the City of Montgomery as the "generator" of the waste.
- Prior to the installation of the DPT borings, CH2M will contact the Alabama One-Call utility location service to mark the utilities registered with the Alabama One-call Service, and will use a third party utility locator (provided by the drilling subcontractor) to confirm locations of utilities. CH2M will work directly with the Montgomery Waterworks and Sanitary Sewer Board to make sure that their underground water and sewer lines are marked as well.
- Sampling equipment will be provided by CH2M or their subcontractor.
- Health and safety requirements for training and fieldwork will be personal protective equipment (PPE) Level D (hard hat, safety glasses, leather work boots, and reflective safety vests). Traffic control items (such as barricades and sawhorses) will be provided by the City of Montgomery.
- One team of two people can accomplish the soil vapor sampling event within 5 days (assume 3 days for the soil vapor/geotechnical sampling near the wells, and 1 day each for the samples around the buildings). Field days will average 10 hours per day. It is assumed that the sampling team will be comprised of CH2M junior staff from the CH2M Montgomery office to minimize expenses and travel costs. In addition, due to the complex nature of soil vapor sampling, CH2M has budgeted 3 days for a soil vapor sampling subject matter expert (SME) to travel from Indianapolis, Indiana, to assist with the first 3 days of soil vapor sampling.
- CH2M has budgeted for shipping samples to the laboratory in 19 canisters via priority overnight delivery at \$100 each.
- A subcontracted laboratory will analyze the soil vapor samples with standard 2-week turnaround time.
- The sampling team will require a rental truck for 5 days.
- The project chemist will use automated data validation processes, requiring up to 24 hours for the data to be validated.
- Although no formal deliverable is planned for this soil vapor sampling effort, CH2M has budgeted labor for our project hydrogeologist to review the validated laboratory reports, develop data tables, and develop concentration maps, which will be used in meetings with the DEA and ADEM to present the results.

Task 2: Second Hydraulic Study at Cypress Creek

To further assess the interaction between nearby surface water bodies and groundwater, CH2M will perform a second hydraulic study near Cypress Creek. This second hydraulic study is tentatively planned to occur in December 2016, approximately 4 months after the first study period (July to August 2016). A CH2M hydrogeologist will return to the site at the beginning of the 4-week study period to install a transducer in TMPZ-1, which will be and removed at the end of the study period. A CH2M hydrogeologist or technician also will make weekly 1-hour trips to TMPZ-1 to download transducer data

and check on the transducer. A CH2M junior hydrogeologist will review and tabulate the data collected from the transducer and compare it to that of nearby water bodies.

For estimating purposes, CH2M has assumed the following:

- As discussed during our August 2016 Technical Committee and ADEM meetings, the hydraulic study results from the first study period indicated a direct hydraulic relationship between Cypress Creek and the Alabama River. Based on this relationship, CH2M assumes that the nearby Alabama River gauge will be used instead of a gauging station in Cypress Creek for this second hydraulic study.
- Health and safety requirements for training and fieldwork will be PPE Level D (safety glasses, leather work boots, and reflective safety vests).
- Field equipment will be provided by CH2M.

Task 3: Draft Environmental Investigation Report

At the conclusion of the Phase II field activities, CH2M will prepare the Draft EI Report. This document will include a summary of field activities and results from both the Phase I and II field activities. The contents for the Draft EI Report will include the following items:

- Groundwater concentration trend charts and historical data
- Development of site-specific groundwater VISLs
- Comparison of groundwater VOC concentrations to maximum contaminant levels, site-specific VISLs, and tapwater regional screening levels (per ADEM request)
- Summary of soil vapor sample results including comparison to VISLs
- Summary of geotechnical results
- Summary of hydraulic study results
- Boring logs (for TMPZ-1 and available logs for existing wells)

The Draft EI Report also will include supportive documentation, including data tables, figures, and appendices to support the report text. CH2M anticipates that a junior or mid-level hydrogeologist/engineer will prepare the Draft EI Report, while senior hydrogeologists or engineers will review and provide quality control for the document.

Assuming that field and laboratory efforts proceed as planned, an electronic version of the Draft EI Report will be provided to the DEA Technical Committee for review and comment (anticipated in mid-January 2017). Once the DEA Technical Committee review comments have been adequately addressed, the revised document will be submitted to the DEA Executive Committee for review and comment (anticipated in late January 2017). Once the document meets DEA Executive Committee approval, the Draft EI Report will be submitted to ADEM (estimated three hard copies and one CD copy) on or before February 20, 2017 (9 months from the approval of the TWP, as required by the ADEM-DEA Settlement Agreement).

Task 4: Continued Meeting Facilitation and Coordination Support

This task includes providing continued meeting facilitation support for the Phase II field activities of the DEAP. Specifically, CH2M will prepare for and attend the following meetings that are anticipated during this portion of the project (from September 2016 to February 2017):

- Two meetings/conference calls with the DEA Technical Committee to discuss the results of the soil vapor sampling and second hydraulic study.
- Two conference calls with the DEA Executive committee to provide an update on the field activities.
- Two meetings with ADEM to present the soil vapor sampling results, second hydraulic study results, and discuss the contents and format of the Draft EI Report.

CH2M anticipates that each meeting will be up to 2 hours in duration, and will require up to 3 hours to prepare information for the meetings. CH2M also assumes that four representatives from CH2M will attend meetings (either in person or via telephone; no travel costs included).

CH2M anticipates that conference calls will be up to 2 hours in duration, and four CH2M representatives will attend. In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the calls and meetings to summarize the discussion and action items for each.

Task 5: Continued Community Involvement Support

This task includes providing continued community involvement support for the Phase II field activities of the DEAP. Specifically, CH2M will prepare for and attend two Community Outreach Group (COG) meetings to present the soil vapor sampling results, second hydraulic study results, and discuss the Draft EI Report delivery to ADEM. This budget also includes labor for a CH2M public relations representative to assist ACCES LLC with the coordination of the COG, prepare meeting materials, and update the project website with current information about the progress of the project.

CH2M anticipates that each COG meeting will be up to 4 hours in duration. CH2M also assumes that three local representatives from CH2M will attend meetings. In lieu of formal meeting minutes, CH2M will prepare e-mail summaries of the COG meetings to summarize the discussion and action items for each meeting.

Project Cost Estimate

Table 1 lists the estimated costs, including labor and expenses, for the scope of work described in this letter on a time-and-materials basis.

Task	Labor Cost	Expenses*	Total
1: Soil Vapor Sampling Effort	\$55,247	\$33,677	\$88,924
2: Second Hydraulic Study	\$6,496	\$610	\$7,106
3: Draft EI Report	\$57,329	\$432	\$57,761
4: Continued Meeting Facilitation and Coordination Support	\$20,746	\$338	\$21,084
5: Continued Community Involvement Support	\$18,158	\$467	\$18,625
Totals	\$157,976	\$35,524	\$193,500

Note:

Expenses represent costs associated with subcontractor, travel (air travel, per diem, rental vehicles, and gasoline), and supplies and equipment.

The work described herein will be conducted on a time-and-materials basis in accordance with the terms and conditions of the CH2M Standard Agreement executed for this work with the City of Montgomery. Compensation will be on a cost reimbursement basis consistent with the Agreement and will be based on salary costs plus 115 percent of salary costs plus direct expenses. A 5 percent markup will be placed on any subcontractor or outside service.

Schedule

If authorization is received on or before September 2, 2016, the Phase II field activities are expected to begin by September 19, 2016. Assuming that field and laboratory efforts proceed as planned, the Draft EI Report will be submitted for ADEM Review on or before February 20, 2017. These schedules are in general accordance with the deliverable schedule presented in Table 1 of the ADEM Settlement Agreement for Site Response.

Technical Exceptions for Vapor Intrusion Investigations

1. The EI Report will provide results regarding the potential occurrence and significance of vapor intrusion based on reasonably obtainable sampling data and observations.
2. The vapor intrusion investigation will not address indoor air quality problems including mold or mildew, radon, building air quality unrelated to subsurface site COCs or general indoor ventilation issues.
3. The vapor intrusion investigation and EI Report do not address landfill gas or explosive atmospheres.
4. The EI Report will provide comparison of soil gas data with EPA VISLs. These comparisons are not intended to imply the presence or absence of healthful or safe indoor air quality, and do not represent any medical opinion.
5. The results and conclusions presented in the EI Report will be developed for land uses and site conditions as characterized by the available data. Any changes in land use or site conditions based on additional information may warrant reevaluation of the results and conclusions of the vapor intrusion investigation.

ALLIANCE STEERING COMMITTEE ENDORSEMENT FOR CH2M AUTHORIZATION 2b FOR THE DOWNTOWN ENVIRONMENTAL ASSESSMENT PROJECT

This document provides the Steering Committee endorsement of the attached Scope-of-Work (SOW) and cost estimate (Dated August 26, 2016) for CH2M Authorization 2b (Phase II Field Activities and Draft EI Report) for the Downtown Environmental Assessment Project. By signing this document, the Steering Committee hereby approves the SOW and associated costs (\$193,500), and authorizes the City to sign/execute the attached task order and to recover costs from the DEA membership, in accordance with the Site Participation Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

Member: City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Law Enforcement Agency as successor-in-interest to the Alabama Department of Public Safety

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Education

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Alabama Department of Transportation

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Water Works and Sanitary Sewer Board of the City of Montgomery

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: Montgomery County Commission, Alabama

Signed: _____

Print Name: _____

Title: _____

Date: _____

Member: The Advertiser Company

Signed: _____

Print Name: _____

Title: _____

Date: _____



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 666378

PROJECT NAME: Authorization 2b – Phase II Field Activities and Draft EI Report for the Downtown Environmental Assessment Project

CLIENT: City of Montgomery

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

CLIENT requests and authorizes CH2M HILL ENGINEERS, INC. (hereinafter "CH2M") to perform the following Services:

Scope of Services

See attached Scope of Work dated August 26, 2016.

Compensation

Compensation by CLIENT to CH2M will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The budget ceiling for this scope of work is \$193,500, which shall not be exceeded without a revision to this AGREEMENT. When any budget has been increased, CH2M's excess costs expended, prior to such increase, will be allowable to the same extent as if such costs had been incurred after the approved increase.

Schedule

Assuming Notice-to-Proceed is received by September 2, 2016, CH2M anticipates the field activities described in the attached Scope of Work to begin the week of September 19, 2016.

Other Terms

CH2M will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature _____

Name (printed) _____

Title _____

Date _____

J.P. Martin, P.E.

Vice President

8/26/16

PROVISIONS

1. **Authorization to Proceed**

Execution of this AGREEMENT by CLIENT will be authorization for CH2MHILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.
2. **Salary Costs**

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.
3. **Per Diem Rates**

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.
4. **Subcontracts and Direct Expenses**

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.
5. **Cost Opinions**

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.
6. **Standard of Care**

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.
7. **Termination**

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
8. **Payment to CH2M HILL**

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.
9. **Limitation of Liability**

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it. In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.
10. **Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
11. **No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.
12. **Materials and Samples**

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.
13. **Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
14. **Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.
15. **Force Majeure**

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.
16. **Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
17. **Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.



Haskell Slaughter & Gallion, LLC
8 Commerce Street
Suite 1200
Montgomery, Alabama 36104
t. 334.265.8573 | f. 334.264.7945

ttg@hsg-law.com

September 6, 2016

AGENDA

SEP - 6 2016

Mr. Donald L. Mims, County Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102-1667

Re: Executive Session to Discuss pending litigation regarding Hall Property

Dear Montgomery County Commission Members:

This is to advise the members of the Montgomery County Commission that I have been consulted on a matter on which the County Commission is considering convening an executive session at its next meeting for discussion with legal counsel regarding the ongoing litigation regarding the Hall Property, and have determined that, in my legal opinion, this matter is appropriate for executive session under Section 7(a)(6) of Act No. 2005-40.

Pursuant to Section 7(a)(3) 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,

A handwritten signature in blue ink that reads "Thomas T. Gallion".

Thomas T. Gallion, III

TTG/tp

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.		
	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.		
☐	5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, September 12, 2016, at 8:00 in the morning.



Administrator



Chairman