

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 18, 2019

INFORMATION SESSION

Chairman Dean called the meeting to order at 8:08 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Chairman Dean, Commissioner Harris, Commissioner Sankey and Commissioner Singleton requested to add additional items to their miscellaneous appropriations accounts that were on the agenda.

The Commission agreed to add these items to the miscellaneous appropriation accounts.

Commissioner Sankey inquired as to whether funds can be appropriated to Mercy House since the Executive Director Ken Austin is a candidate for the Montgomery County Commission. County Attorney Thomas T. Gallion, III, stated that Administrator Mims would need to request an opinion in writing, and he will research the issue and give an opinion.

PRESENTATION BY PROBATE JUDGE J C LOVE

Probate Judge J C Love thanked the Commission for their support of his appointment as the Montgomery County Probate Judge.

**PRESENTATION BY PRESIDING FAMILY COURT JUDGE CALVIN L. WILLIAMS,
CHIEF PROBATION OFFICE RAY WILLIAMS AND PRESIDING CIRCUIT COURT
JUDGE JOHNNY HARDWICK**

Presiding Family Court Judge Calvin L. Williams requested that the Juvenile Court utilize and control the buildings and facilities located on the Davis Campus, including mobile classrooms, and the Durrough Building and adjoining mobile offices. After discussion, the Commission

asked for more information regarding liability, the cost for building repairs and anticipated assistance from the Department of Youth Services.

PRESENTATION BY ARCHITECT PATRICK ADDISON WITH PH&J ARCHITECTS, INC.

Architect Patrick Addison with PH&J Architects, Inc. briefed the Commission regarding a Bid Award to Holley-Henley Builders, Inc., for Annex I second floor renovations. He noted that the bid was under the projected budget. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY ARCHITECT JOHNNY RAINES WITH BARGANIER, DAVIS AND WILLIAMS ARCHITECTS

Architect Johnny Raines with Bargarier, Davis and Williams Architects briefed the Commission regarding the bid for renovations to the Phelps-Price Justice Center. He said that the bid was more than the projected budget and that he has begun discussions with the low bidder to identify any potential cost savings. Administrator Mims also identified some costs that should be paid by AOC.

PRESENTATION BY SHERIFF DERRICK CUNNINGHAM

Sheriff Derrick Cunningham briefed the Commission the U.S. Department of Justice Equitable Sharing Agreement and Certification. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas informed the Commission that an authorized signature for checks and financial documents must be in place by January 1, 2020, following the retirement of Administrator Mims. Ms. Thomas noted that in the past the Deputy Administrator signed when the Administrator position was vacant. After discussion, the Commission agreed to place this item on the next agenda effective January 1, 2020, subject to provisions of Act 1949-333 and Opinion from the County Attorney.

Ms. Thomas briefed the Commission regarding a letter from the Alabama Forestry Commission requesting funding for a new truck by using their annual budget funds from 2018, 2019 and 2020. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY JUVENILE DETENTION DIRECTOR BRANDI ALEXANDER

Juvenile Detention Director Brandi Alexander briefed the Commission on the Alabama Department of Youth Services Grant/Subsidy Agreement for 2019-2020. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PERSONNEL DIRECTOR CARMEN DOUGLAS

Personnel Director Carmen Douglas briefed the Commission regarding the revised compensation for College Internship classifications. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF DEVELOPMENT OFFICER CHAD NICHOLS WITH SIGHT SAVERS AMERICA

Chief Development Officer Chad Nichols with Sight Savers America briefed the Commission regarding the Vision Screening for the 2019/2020 School Year and requested \$11,150 for this program. After discussion, the Commission agreed to appropriate \$11,150 from designated revenue after January 1, 2020.

PRESENTATION BY DIRECTOR OF RISK MANAGEMENT HOLLY LEVERETTE

Director of Risk Management Holly Leverette requested payment of the 2020 Membership Dues in the amount of \$385 to the Public Risk Management Association (PRIMA). The Commission agreed to place this item on the next agenda.

Mrs. Leverette requested authorization to issue a Request for Proposal (RFP) to Contract with a Third-Party Claims Administrator (TPA) for the management of Workers Compensation Claims. After discussion, the Commission agreed for her to issue the RFP.

Mrs. Leverette noted that the Request for Proposal for medical claims repricing services for the Youth Facility and Detention Facility was on the agenda and that the only proposal received was from Millennium Risk Managers, LLC. She introduced President Terry E. Young and Director of Provider Relations Terri Connell with Millennium Risk Managers, LLC, and they thanked the Commission for the opportunity.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci requested \$462,000 for the Datacenter Renovation and Video Storage Project. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake stated that he did not have anything to report.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS HANNAH HAWK

Manager of Public Affairs Hannah Hawk reviewed the calendar of upcoming events with the Commissioners.

Mrs. Hawk briefed the Commission regarding a request for support in the amount of \$1,500 for the AUM Chancellor's Business Breakfast 2019-2020 Series. After discussion, the Commission agreed to place a Budget Change Request for this item on the next agenda.

Mrs. Hawk urged the Commissioners to select their locations for 2020 On the Road Meetings as soon as possible so that she can publicize the meetings.

Executive Director Johnny Williams with the Central Alabama Sports Commission briefed the Commission regarding the 2019 Camellia Bowl. Mr. Williams noted that there is not a title sponsor this year and that the City has agreed to split the \$500,000 Title Sponsor cost 60/40 with the County. After discussion, the Commission agreed to appropriate \$150,000 for the 2019 Camellia Bowl.

PRESENTATION BY PARTNERSHIP SPECIALIST WILLIAM C. SCOTT WITH CENSUS 2020

Partnership Specialist William C. Scott updated the Commission regarding the 2020 Census. He encouraged the Commissioners to be Census Ambassadors for Montgomery County.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Mayor Steven Reed requesting that the Montgomery County Commission sell the desk and credenza in the Probate Judge's Office to the City of Montgomery. Mayor Reed stated that the City would pay the County the purchase price when the furniture was bought in 2015. After discussion, the Commission agreed to waive rules and add this item to the agenda.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Meeting.

The meeting was opened with prayer led by Rev. D' Linell Finley, Pastor of the Southlawn Baptist Church.

The Pledge of Allegiance was led by Chairman Dean.

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

COMMENTS BY ATTENDEES

Mr. Michael Briddell, The City of Montgomery Director of Public Information and One Place Family Justice Center Board Director, President of One Place Family Justice Center Board Eddie Compton, III, and Interim Executive Director Marjorie Baker, presented Commissioner Dan Harris with an award for his service to the Family Justice Center. Mr. Briddell said that Commissioner Harris goes above and beyond his duty to do whatever he can to assist the organization.

Commissioner Harris said he was excited to be a member of the One Place Family Justice Center Board because it does great work throughout the community. He stated that he will continue to work with the organization because he sees it as a labor of love. He thanked the board members for the award and said it was a great surprise and honor to receive it.

Pam R. Boldin, Director of the Riley Relief Foundation, said good morning to everyone. Ms. Boldin informed the Commission that her husband was supposed to have been the speaker for the meeting, but he passed away on October 5, 2019. She said her daughter, Laquanda Riley, has been missing since 2003. Ms. Boldin said she is in the process of establishing an organization, Voices of the Missing, to support family members of missing persons. Ms. Boldin thanked Commissioner Sankey and Sheriff Cunningham for attending some of the Riley Relief Foundation candlelight visuals. Ms. Boldin asked the Commission to assist her in establishing a Board of Directors for the Voices of the Missing Organization. She also stated that she would like to have a function during the month of April and have speakers address the topic of missing persons.

Chairman Dean extended his condolences to Ms. Boldin on the passing of her husband. Commissioner Harris asked Ms. Boldin to see him after the meeting for contact information for board members.

Newly appointed Montgomery County Probate Judge J C Love said good morning to everyone. He said he was excited to be appointed by Governor Kay Ivey to complete the former probate judge's term and that he will be on the ballot for re-election in 2024. Judge Love stated that he takes the position of Probate Judge very seriously and will spend the first few weeks observing how things are done and then make any necessary changes, if needed. Judge Love said he will be looking closely at the election center operation to make sure things run smoothly during the election process. He said he was happy to be of service to the citizens of Montgomery County.

APPROVAL OF MINUTES

Commissioner Singleton made a motion to approve the Minutes of the Regular Meeting of November 4, 2019. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission.

CONSENT AGENDA

Administrator Mims presented the Accounts Payable Checks and Payroll Checks Authorization for approval. Vice Chairman Walker made a motion to approve the Accounts Payable and

Payroll Checks, as presented by Administrator Mims. The motion was seconded by Commissioner Harris 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

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE 2020 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY, FEBRUARY 21-23, 2020, AUTHORIZED BY ACT NO. 2012-256

Commissioner Singleton made a motion to adopt the Resolution Approving the 2020 Severe Weather Preparedness Sales Tax Holiday, February 21-23, 2020, Authorized by Act No. 2012-256. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution, Email and List, Agenda Pages 1-1 through 1-5, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN MONTGOMERY COUNTY COMMISSION DISTRICT THREE REPRESENTED BY COUNTY COMMISSIONER RONDA M. WALKER

Commissioner Singleton made a motion to adopt the Resolution Approving Relocation of Polling Place in Montgomery County Commission District Three Represented by County Commissioner Ronda M. Walker. The motion was seconded by Commissioner Sankey and unanimously approved by the Commission. (Copies of Memorandum and Resolution, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED U.S. DEPARTMENT OF JUSTICE EQUITABLE SHARING AGREEMENT AND CERTIFICATION

Vice Chairman Walker made a motion to approve U.S. Department of Justice Equitable Sharing Agreement and Certification. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 3-1 through 3-6, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED AGREEMENT FOR PROFESSIONAL SERVICES AND BUSINESS ASSOCIATE AGREEMENT WITH MILLENNIUM RISK MANAGERS, LLC, TO PROVIDE MEDICAL BILL REPRICING SERVICES FOR THE COUNTY DETENTION FACILITY AND YOUTH DETENTION FACILITY

Commissioner Harris made a motion to approve the Agreement for Professional Services and Business Associate Agreement with Millennium Risk Managers, LLC, to Provide Medical Bill Repricing Services for the County Detention Facility and Youth Detention Facility. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Agreement and Attorney Gallion’s Opinion, Agenda Pages 4-1 through 4-16, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED TO AMEND CONTRACT WITH QCHC, INC., TO REMOVE THE COST POOL FOR MEDICAL SERVICES OUTSIDE THE DETENTION FACILITY EFFECTIVE DECEMBER 1, 2019

Commissioner Singleton made a motion to approve to Amend Contract with QCHC, Inc., to Remove the Cost Pool for Medical Services Outside the Detention Facility effective December 1, 2019. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Amended Agreement, Agenda Pages 5-1 through 5-3, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED AMENDMENT NUMBER 1 TO CONTRACT WITH CINTAS CORPORATION REGARDING A THIRTY (30) DAY EXTENSION, BEGINNING DECEMBER 1, 2019 AND ENDING ON DECEMBER 30, 2019 FOR UNIFORMS AND SERVICES, CONTRACT NUMBER 51901-19B-035

Vice Chairman Walker made a motion to approve Amendment Number 1 to Contract with Cintas Corporation regarding a Thirty (30) Day Extension, beginning December 1, 2019 and ending on December 30, 2019 for Uniforms and Services, Contract Number 51901-19B-035. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Amendment, Agenda Pages 6-1 and 6-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED EMPLOYEE RECOGNITION AND APPRECIATION PROGRAM AND RELATED 2019 BUDGET

Commissioner Harris made a motion to approve the Employee Recognition and Appreciation Program and Related 2019 Budget. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda and Attachments, Agenda Pages 7-1 through 7-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2020 MEMBERSHIP DUES IN THE AMOUNT OF \$4,000 TO THE COOSA-ALABAMA RIVER IMPROVEMENT ASSOCIATION, INC.

Commissioner Harris made a motion to approve Payment of the 2020 Membership Dues in the Amount of \$4,000 to the Coosa-Alabama River Improvement Association, Inc. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Invoice and Email, Agenda Pages 8-1 through 8-4, are attached to these Minutes.)

COUNTY COMMISSION –APPROVED ASSIGNING GENERAL FUND BALANCE AT SEPTEMBER 30, 2019, PER THE FINANCIAL MANAGEMENT POLICY DATED SEPTEMBER 17, 2018

Vice Chairman Walker made a motion to approve Assigning General Fund Balance at September 30, 2019, per the Financial Management Policy dated September 17, 2018. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of

Memorandum, Fund Balance Sheet and Financial Management Policy, Agenda Pages 9-1 through 9-9, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO AGENCIES, SUBJECT TO REVIEW BY COUNTY ATTORNEY

Administrator Mims requested approval of the miscellaneous appropriations to agencies included in the November 18, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition and deletion of miscellaneous appropriations reprogramming requests subject to review by the County Attorney.

Commissioner Singleton made a motion to approve the Miscellaneous Appropriations to Agencies Reprogramming Requests, subject to review by County Attorney. The motion was seconded by Vice Chairman Walker. Chairman Dean, Vice Chairman Walker, Commissioner Harris and Commissioner Singleton voted in favor of the motion. Commissioner Sankey abstained from the vote and the motion carried. (Copy of Updated Spreadsheet, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS TO EDUCATION

Administrator Mims requested approval of the miscellaneous appropriations to Education included in the November 18, 2019 Agenda.

Commissioner Sankey made a motion to approve the Miscellaneous Appropriations to Education Reprogramming Requests. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Spreadsheet, Agenda Page 11-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS FROM DESIGNATED REVENUE, SUBJECT TO REVIEW BY COUNTY ATTORNEY

Administrator Mims requested approval of the miscellaneous appropriations from designated revenue included in the November 18, 2019 Agenda. During the County Commission Meeting this date, Chairman Dean requested the addition of miscellaneous appropriations reprogramming requests pending to review by County Attorney.

Commissioner Harris made a motion to approve the Miscellaneous Appropriations from Designated Revenue reprogramming requests, subject to review by County Attorney. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copy of Updated Spreadsheet, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED NOTICE OF AWARD TO W.S. NEWELL & SONS, INC., FOR ROADS, GRADING & BUILDINGS AT THE OLD SELMA ROAD PARK, ENGINEER’S PROJECT NUMBER CMGM-170023(2), FOR THE CONTRACT PRICE OF \$2,279,053.57 (TOTAL BASE BID, PLUS ADDITIVE ALTERNATE NO. 4) AND TO MODIFY THE MASTER PLAN TO COMPLY WITH THE CORPS OF ENGINEERS’ REQUIREMENTS

Commissioner Singleton made a motion to approve Notice of Award to W.S. Newell & Sons, Inc., for Roads, Grading & Buildings at the Old Selma Road Park, Engineer’s Project Number CMGM-170023(2), for the Contract price of \$2,279,053.57 (Total Base Bid, plus Additive Alternate No. 4) and to Modify the Master Plan to Comply with the Corps of Engineers’ Requirements. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memoranda, Maps, Notice of Award, Letters, Bids and Budget, Agenda Pages 13-1 through 13-9, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED BID AWARD TO GULF STATES DISTRIBUTORS FOR FOOTWEAR, BID NUMBER 52201-19B-023

Commissioner Harris made a motion to approve Bid Award to Gulf States Distributors for Footwear, Bid Number 52201-19B-023. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memoranda, Bids and Contract, Agenda Pages 14-1 through 14-7, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD TO ICS JAIL SUPPLIES, INC., FOR DETENTION MATTRESSES, BID NUMBER 52200-19B-029

Vice Chairman Walker made a motion to approve Bid Award to ICS Jail Supplies, Inc., for Detention Mattresses, Bid Number 52200-19B-029. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 15-1 through 15-4, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD TO LOGO BRANDERS FOR STAFF UNIFORMS, BID NUMBER 51901-19B-035

Commissioner Harris made a motion to approve Bid Award to Logo Branders for Staff Uniforms, Bid Number 51901-19B-035. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum, Bids and Contract, Agenda Pages 16-1 through 16-8, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBERS 7 AND 8

Commissioner Harris made a motion to approve Budget Change Request Numbers 7 and 8, County Commission Appropriations. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 17-1 and 17-2, are attached to these Minutes.)

TAX & AUDIT – APPROVED BUDGET CHANGE REQUEST NUMBER 1

Commissioner Singleton made a motion to approve Budget Change Request Number 1, Tax & Audit. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 18-1, is attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED TO HIRE AN ASSISTANT TAG & LICENSE SUPERVISOR AT PAY GRADE A05, STEP 10 (\$42,584)

Vice Chairman Walker made a motion to approve to Hire an Assistant Tag & License Supervisor at Pay Grade A05, Step 10 (\$42,584). The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 19-1, is attached to these Minutes.)

REVENUE COMMISSIONER’S OFFICE – APPROVED ESTABLISHMENT OF ASSISTANT REVENUE BRANCH SUPERVISOR CLASSIFICATION, PAY GRADE A05 (\$32,318-\$48,286), RECLASSIFICATION OF ADMINISTRATIVE SUPPORT SPECIALIST, PAY GRADE A04 (\$28,765-\$42,978) TO ASSISTANT REVENUE BRANCH SUPERVISOR AND TO REMOVE ONE ALLOCATION OF ADMINISTRATIVE SUPPORT SPECIALIST POSITION

Commissioner Harris made a motion to approve Establishment of Assistant Revenue Branch Supervisor Classification, Pay Grade A05 (\$32,318-\$48,286), Reclassification of Administrative Support Specialist, Pay Grade A04 (\$28,765-\$42,978) to Assistant Revenue Branch Supervisor and to Remove One Allocation of Administrative Support Specialist Position. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memoranda, Job Description and Approval Page, Agenda Pages 20-1 through 20-6, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUESTS (8)

1. Corrections Officer Trainee, Position Number 500419021
2. Corrections Officer Trainee, Position Number 500419026
3. Corrections Officer Trainee, Position Number 500419138
4. Corrections Officer Trainee, Position Number 500419142
5. Corrections Officer Trainee, Position Number 500419149
6. Corrections Officer Corporal, Position Number 500425137
7. Corrections Officer Corporal, Position Number 500425047
8. Corrections Officer Lieutenant, Position Number 500422155

Commissioner Singleton made a motion to approve the Position Fill Requests. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 21-1 through 21-8, are attached to these Minutes.)

FINANCE DEPARTMENT – APPROVED POSITION FILL REQUEST (1)

1. Payroll & Benefits Assistant, Position Number 210112001

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

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

1. Deputy Sheriff Trainee, Position Number 550430078

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

YOUTH FACILITY – APPROVED POSITION FILL REQUEST (1)

1. Juvenile Detention Supervisor, Position Number 900302059

Commissioner Singleton made a motion to approve the Position Fill Request. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 24-1, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (2)

DEPARTMENTS

TRAVEL/TRAINING REQUESTS

- | | |
|-------------------------|------------------|
| 1. Sheriff’s Office | Request Number 5 |
| 2. Personnel Department | Request Number 3 |

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

WAIVE RULE

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

SHERIFF’S OFFICE – APPROVED U. S. DEPARTMENT OF JUSTICE EQUITABLE SHARING AGREEMENT AND CERTIFICATION

Vice Chairman Walker made the motion to approve U. S. Department of Justice Equitable

Sharing Agreement and Certification. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum and Agreement, Agenda Pages 26-1 through 26-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED THE SALE OF THE DESK AND CREDENZA IN THE PROBATE JUDGE’S OFFICE TO THE CITY OF MONTGOMERY

Commissioner Harris made a motion to approve the sale of the desk and credenza in the Probate Judge’s Office to the City of Montgomery. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum, Letter and Attorney Means’ Opinion, Agenda Pages 27-1 through 27-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS

Commissioner Singleton began by congratulating newly appointed Probate Judge J C Love. He went on to say that Thanksgiving was his favorite holiday and that he was thankful for the County employees, including the Commission Staff and his fellow colleagues. Commissioner Singleton wished everyone a Happy Thanksgiving.

Commissioner Sankey said good morning to everyone and congratulated Probate Judge J C Love. He thanked the Board members of One Place Family Justice Center for all the hard work they do for the community. Commissioner Sankey also thanked Ms. Pam Boldin for her commitment to locate missing persons throughout Montgomery. He also thanked Ms. Belinda Robinson for assisting Ms. Boldin, and he wished everyone a Happy Thanksgiving.

Vice Chairman Walker said good morning and shared that she and Probate Judge J C Love’s wife, Porsha, were classmates at Leadership Montgomery. She welcomed them to the Montgomery County family. Vice Chairman said that she enjoys the Thanksgiving season even though both her parents died during the week of Thanksgiving several years apart. She asked everyone to check on their families and neighbors during the holiday season.

Chairman Dean asked Montgomery County Revenue Office Executive Assistant Thomas Bell to stand as he extended his condolences to him on the passing of his mother, Mrs. Ella Bell. Ms. Bell was a longtime member of the State of Alabama Board of Education and dedicated her life to the betterment of the students of Alabama. Chairman Dean shared some fond memories of Thanksgiving and thanked everyone for all that they do for the citizens of Montgomery County.

Commissioner Harris said he echoed Chairman Dean’s comments and also extended his sympathy to Mr. Bell. He said that he and Ms. Bell were long time friends. Commissioner Harris stated that the county will honor Ms. Bell for her contribution to the county and to the state. Commissioner Harris also congratulated Probate Judge Love for being selected for the position. He thanked Ms. Pam Boldin for her continuous work in trying to help locate the missing from Montgomery. Commissioner Harris stated the Cold Case Unit is also working to solve missing persons cases. He wished everyone a happy holiday.

RECESS TO INFORMATION SESSION

Chairman Dean recessed to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the 2020 Contract Agreement with Crosby Drinkard Group, LLC, for Governmental Affairs Representation/Consulting Services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a letter from Campaign Chair Mike Hart with River Region United Way requesting \$10,000 for the 2019 River Region United Way Campaign. The Commission agreed to discuss this item at the next meeting.

Administrator Mims presented an email from Vice President and Alabama Representative Justus Armstrong with the Youth Infrastructure Coalition requesting to meet with the Commission regarding the Interstate 14 Project. Commissioner Singleton stated that Mr. Armstrong did not need to meet with the Commission and recommended that the Commission adopt the proposed Resolution. After discussion, the Commission agreed to place the Resolution on the next agenda.

Administrator Mims reminded the Commission of board member appointments to the Southeast Alabama Emergency Medical Services Council, Inc., which expired November 3, 2019. The Commission agreed to discuss this item at the next meeting.

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

Administrator Mims presented a Service of Process Fee (Sheriff Process Fee) Collection Report for November 2019.

Administrator Mims presented the Revenue Reports for October 2019 from Tax and Audit Department and noted the simplified sellers use tax.

Administrator Mims presented the Population Report for October 2019 for the Mac Sim Butler Detention Facility.

Administrator Mims presented tentative agenda items for the December 16, 2019 County Commission Meeting. After discussion, the Commission agreed to place on the next agenda a Position Fill Request for County Administrator and a revised job description of the County Administrator.

Commissioner Singleton informed his fellow Commissioners that there is a piece of property on the backside of the Montgomery County Activity Center that an adjoining property owner is interested in purchasing. He noted that the appraised price would be approximately \$10,000-

\$12,000. Administrator Mims stated that he would research and update the Commission at the next meeting.

COMMENTS FROM DEPUTY ADMINISTRATOR CAUTHEN

Deputy Administrator Cauthen requested to extend the Contract with Falls Facility Services, Inc., for forty-five (45) days. After discussion, the Commission agreed to place this item on the next agenda.

The Commission agreed to place a Resolution honoring Ms. Ella Belle on the next Briefing Memo as a Waived Rules item at the next agenda.

ADJOURNMENT

Commissioner Harris made a motion to adjourn the meeting of the Montgomery County Commission on November 18, 2019, at 11:19 a.m. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-25-19

Check Number	To	Check Number
289693		289741
Total Checks Paid		\$1,927,733.84

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-25-19

Check Number	To	Check Number
289742		289826
Total Checks Paid		\$569,535.36

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-25-19

Check Number	To	Check Number
289827		289852
Total Checks Paid		\$79,703.45

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 11-1-19

Check Number	To	Check Number
289853		289894
Total Checks Paid		\$172,826.38

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-1-19

Check Number	To	Check Number
289895		289970
Total Checks Paid		\$378,269.59

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
11/8/19

Payroll Check Number	133215	To	Payroll Check Number	133283	\$	49,375.63
Direct Deposits					\$	886,867.79
Payroll Check Number	133284	To	Payroll Check Number	133304	\$	51,203.80
Direct Deposits					\$	610,585.73
Federal Deposits					\$	308,758.90
Total Payroll Paid					\$	1,906,791.85

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

ELTON N. DEAN, SR.
CHAIRMAN

RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



MONTGOMERY COUNTY COMMISSION

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

AGENDA

NOV 18 2019

MEMORANDUM

DATE: October 28, 2019

TO: Sherrill Thomas, Finance Director *ST 10/28/19*

FROM: Terri Henderson, Revenue Manager *Terri Henderson 10/28/2019*

RE: **2020 Severe Weather Preparedness Tax Holiday, February 21-23, 2020**

Please see copy of the emailed notice attached from the State of Alabama Department of Revenue ("ADOR") dated October 2, 2019 specific to the 2020 Severe Weather Preparedness Sales Tax Holiday. This is the Sales Tax Holiday enacted pursuant to Act No. 2012-256 that was first passed and signed into law on April 26, 2012. The 2020 Severe Weather Preparedness Tax Holiday is scheduled for the weekend of **February 21-23, 2020**. A quick reference sheet of exempt items printed from the ADOR website is also attached.

If we are going to participate in the 2020 Severe Weather Preparedness Tax Holiday, I would respectfully request that this item be included for discussion and/or placed on the agenda for the Montgomery County Commission meeting on November 4, 2019 or as soon as possible thereafter. Please see the Resolution attached that has been drafted for further consideration in this matter for proposed action at the Montgomery County Commission meeting on November 18, 2019. Written notice of our participation and a certified copy of our Resolution and/or notification of our decision not to participate in 2020 will be due back to the ADOR before or **not later than the January 22, 2020** deadline.

Please note the 2020 Severe Weather Preparedness Tax Holiday is in addition to the 2020 Back To School Sales Tax Holiday, which should be subsequently scheduled for the third full weekend in July, 2020, or the weekend of July 17-19, 2020. Please let me know if you need anything further. Thank you in advance for your assistance with this matter.

tah/attachments

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN FEBRUARY 2020, AS AUTHORIZED
BY ACT NO. 2012-256**

WHEREAS, during its 2012 Regular Session, the Alabama Legislature enacted Act No. 2012-256, approved April 26, 2012, which provides an exemption of the state sales and use tax for certain purchases related to severe weather preparedness during the first full weekend in July 2012 and the last full weekend of February in subsequent years; and

WHEREAS, as required by Code of Alabama 1975, § 11-51-210(e), a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the severe weather preparedness sales tax holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue at least 14 days prior to the first full weekend of July in 2012 and at least 30 days prior to the last full weekend of February in subsequent years; and

WHEREAS, the exemption of certain county sales and use taxes for the last full weekend of February 2020 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2012-256 beginning at 12:01 a.m. on Friday, February 21, 2020 and ending at twelve midnight on Sunday, February 23, 2020.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the November 18, 2019 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 18th day of November, 2019.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 18th day of November, 2019.

Elton N. Dean, Sr.
Chairman

Terri Henderson

From: Reese, Laura <Laura.Reese@revenue.alabama.gov>
Sent: Wednesday, October 2, 2019 2:36 PM
To: Terri Henderson
Subject: 2020 Severe Weather Preparedness Tax Holiday

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

October 2, 2019

IMPORTANT

RESPONSE REQUIRED

IMPORTANT

2020 Severe Weather Preparedness Tax Holiday February 21-23, 2020

Deadline to notify ADOR: January 22, 2020

The 2020 Severe Weather Preparedness Tax Holiday begins at 12:01 a.m. on Friday, February 21, 2020, and ends at twelve midnight on Sunday, February 23, 2020. As required by the Sales Tax Holiday for Severe Weather Preparedness Rule, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Severe Weather Preparedness Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before January 21, 2020. The Department will compile this information into a list of all counties and municipalities participating in the Severe Weather Preparedness Tax Holiday and issue a current publication of the list on its website at: <https://revenue.alabama.gov/sales-use/sales-tax-holidays>

**Your taxpayers want to know if your locality will participate
in the 2020 Weather Preparedness Tax Holiday.**

ACTION REQUIRED:

Please put it on your calendar to discuss and vote on this matter soon and notify the ADOR of the decision before January 22, 2020.

Participating? - Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.
(Sample Ord/Res here: <https://revenue.alabama.gov/sales-use/local-government-forms/>)

Not Participating? - It is important that you inform us via email, fax, or letter of that fact.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-242-8916

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Laura Reese, Room 4138
Sales & Use Tax Division

Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: laura.reese@revenue.alabama.gov
QUESTIONS: 334-242-1443



2020 SEVERE WEATHER PREPAREDNESS SALES TAX HOLIDAY

Alabama will hold its ninth annual Severe Weather Preparedness Sales Tax Holiday, beginning Friday, February 21, 2020 at 12:01 a.m. and ending Sunday, February 23, 2020 at 12 midnight, giving shoppers the opportunity to purchase certain severe weather preparedness items free of state sales tax. Local sales tax **may** apply.

For more information, **contact us** 8:00 a.m. – 5:00 p.m., CST
Monday through Friday
334-242-1490 or 866-576-6531

COVERED ITEMS - \$60 or Less, per ITEM		
EXEMPT:		
• AAA-cell batteries • AA-cell batteries • C-cell batteries • D-cell batteries • 6-volt batteries • 9-volt batteries • Cellular phone battery • Cellular phone charger • Portable self-powered or battery-powered radio, two-way radio, weatherband radio or NOAA weather radio • Portable self-powered light source, including battery-powered flashlights, lanterns, or emergency glow sticks	• Tarpaulin • Plastic sheeting • Plastic drop cloths • Other flexible, waterproof sheeting • Ground anchor system, such as bungee cords or rope, or tie-down kit • Duct tape • Plywood, window film or other materials specifically designed to protect window coverings • Non-electric food storage cooler or water storage container • Non-electric can opener	• Artificial ice • Blue ice • Ice packs • Reusable ice • Self-contained first aid kit • Fire extinguisher • Smoke detector • Carbon monoxide detector • Gas or Diesel fuel tank or container
TAXABLE:		
• Coin batteries • Automobile and boat batteries		

A single purchase with a sales price of \$1000 or Less
EXEMPT:
Any portable generator and power cords – used to provide light or communications or preserve food in the event of a power outage.

NOV 18 2019

MEMORANDUM

To: Montgomery County Commission

From: Darryl Parker, Director of Elections

Subject: Resolution with Approval of relocation of Polling Place 302 located at Flowers Elementary School to Eastern Hills Baptist Church Montgomery in Montgomery County Commission District Three Represented by County Commissioner Ronda Walker.

The purpose of this memorandum is to facilitate the relocation of voting precinct 302 in County Commission District Three from its current location at Flowers Elementary School, 3510 Harrison Road, Montgomery, Alabama; and move precinct 302 to Eastern Hills Baptist Church Montgomery, 3604 Pleasant Ridge Rd., Montgomery, Alabama.

This move will expedite the cessation of election related activities at the Flowers Elementary School. This move will result in a precinct that is wheelchair accessible. This will make the precinct more convenient to voters by reducing parking congestion and will allow more space for voters and equipment. The precinct will be more accessible for voters because it is located away from the school and is easier to provide direct security for. The Church is centrally located and allows for more available parking in a private parking area provided by the Eastern Hills Baptist Church. Eastern Hills Baptist Church is centrally located within County Commission District Three. County Commission District Three is represented by County Commissioner Ronda Walker.

The Election Center is requesting that the Montgomery County Commission expeditiously approve this move and provide a resolution authorizing this proposed move.

**RESOLUTION APPROVING RELOCATION OF POLLING PLACE IN
MONTGOMERY COUNTY COMMISSION DISTRICT THREE
REPRESENTED BY
COUNTY COMMISSIONER RONDA M. WALKER**

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

WHEREAS, the polling place of Precinct 302 located at Flowers Elementary School, 3510 Harrison Rd, Montgomery, AL 36109 needs to be relocated per the request of The Montgomery County Commission. Eastern Hills Baptist Church Montgomery has agreed to become the new polling location for Precinct 302 in their church located at 3604 Pleasant Ridge Road, Montgomery, AL 36109.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter, the Montgomery County Commission does hereby authorize the relocation of the polling place in Precinct 302 from Flowers Elementary School at 3510 Harrison Road, to Eastern Hills Baptist Church at 3604 Pleasant Ridge Road, Montgomery, Alabama 36109 effective November 04, 2019.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this the 18th of November 2019.

Elton N. Dean, Sr., Chairman

Ronda M. Walker, Vice Chairman

Daniel Harris, Jr., Commissioner

Isaiah Sankey, Commissioner

Doug Singleton, Commissioner



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

AGENDA

NOV 18 2019

MEMORANDUM

TO: Elton N. Dean, Sr., Chairman
Montgomery County Commission

FROM: Rhonda B. Cape
Chief Administrator

DATE: October 30, 2019

SUBJECT: Equitable Sharing Agreement and Certification

The Equitable Sharing Agreement and Certification for our office is enclosed. Your signature is required for submission. I respectfully request this item be placed on the November 18, 2019 agenda.

Contact me at 832-1652 if you have any questions.



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A

Agency Name: Montgomery County District Attorney 15th Judicial

Type: Prosecutor's Office

Mailing Address: 100 S. Lawrence St.
PO Box 1667
Montgomery, AL 36104

Agency Finance Contact

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

Jurisdiction Finance Contact

Name: Thomas, Sherrill

Phone: 334-832-1268

Email: sherrillthomas@mc-ala.org

ESAC Preparer

Name: Cape, Rhonda B

Phone: 3348322550

Email: rhondacape@mc-ala.org

FY End Date: 09/30/2019

Agency FY 2020 Budget: \$8,169,927.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$0.00	\$0.00
2	Equitable Sharing Funds Received	\$0.00	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$0.00	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$0.00	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Date Printed: 10/25/2019

Page 1 of 5

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor****Name:****Company:****Phone:****Email:**

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☐

Prior year Single Audit Number Assigned by Harvester Database:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Bailey, Daryl D
Title: District Attorney
Email: darylbailey@mc-ala.org

Signature: Daryl Bailey Date: 10/25/2019

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Dean Sr., Elton N
Title: Chairman, Montgomery County Commission
Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

NOV 18 2019

November 14, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly Leverette *HL*
Director of Risk Management

SUBJECT: Award of Inmate Medical Bill Repricing Services for the Detention Facility and Youth Detention Facility

The proposals for Inmate Medical Bill Repricing Services for the Detention Facility and Youth Detention Facility were due on Tuesday, November 14, 2019. The only proposal received was from Millennium Risk Managers, LLC (MRM). MRM has contracted with over 9,000 medical providers in Alabama and is the second largest provider of this type of service in Alabama next to Blue Cross Blue Shield. Their fee for service is 15% of savings received on any bills that are repriced through their network.

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

Enclosure

Cc: Florence Cauthen, Deputy Administrator

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated December 1st, 2019 by and between Millennium Risk Managers, LLC, an Alabama limited liability company (hereinafter "MRM") and Montgomery County Commission (hereinafter "County").

WHEREAS, MRM desires to provide medical bill repricing services as an independent contractor to County; and

WHEREAS, the parties desires that the terms of the medical bill repricing services be performed in accordance with the terms and subject to the provisions set forth in this Agreement.

NOW THEREFORE, in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Duties and Responsibilities of MRM

1.1 Repricing. MRM will provide Repricing Services (as defined below) for County. MRM shall be the exclusive provider of Repricing Services for County. Repricing Services refers to the retrospective review and adjudication of medical bills, employing the AlaMed "Preferred Provider Organization," or "PPO" which refers to organizations that have negotiated volume-based discounts with unaffiliated physicians and medical facilities, and the payment discounts offered by these organizations. MRM will also use other fee schedules when applicable such as Medicare. As directed by County and subject to the approval of PPO Network, MRM shall administer networks that have negotiated contract rates with hospitals and providers, in an order of priority acceptable to County.

1.2 Medical Bill Review. MRM shall review and make appropriate payment recommendations on all medical bills submitted for review by County or their third party vendors. The bills shall be reviewed in accordance with County's authorized payment codes as well as validated for compensability against County claim files.

1.3 Turnaround Time. MRM will provide its best efforts to complete the review and repricing of standard medical bills and bills subject to the primary PPO within five (5) business days of receipt of such bills. For complex bills that require high level reviews, MRM will provide its best effort to complete the review of such bills within ten (10) business days of receipt of such bills. All bills will be reviewed within twelve (12) business days, unless otherwise approved by County. If MRM requires additional information to review a bill, it will request the additional information from County or their vendors and notify County immediately of this request.

1.4. Explanations of Benefits ("EOBs"). If so directed by County, MRM will mail / email EOB's for denied bills to providers on behalf of County within one (1) business day of transferring of the electronic file containing MRM medical bill payment recommendations. The contents of EOB's will be compliant with all applicable jurisdictional requirements.

1.5 Provider Inquiries: MRM will respond to all inquiries on disputed bills reviewed by MRM for the duration of this Agreement. MRM shall provide to County upon request any correspondence between MRM and providers regarding provider billing disputes.

1.6 Monthly Reports/Invoice: MRM will provide County and its agent's reports and invoices that satisfy County requirements and document the gross savings percent from the medical bill review and PPO repricing services provided by MRM.

1.7 Data Transmission. MRM will provide a secure system for the receipt of electronic billing from County and medical providers in compliance with all jurisdictional requirements. MRM will maintain in its entirety all electronic medical billing/payment data it receives or generates through the course of this Agreement in accordance with all jurisdictional requirements.

2 Duties and Responsibilities of County

2.1 Fees. County agrees to pay to MRM a fee of 15 % of the gross savings percent from the medical bill review and PPO repricing services provided by MRM as shown in MRM's monthly report/invoice. All payments shall be due and payable fifteen (15) days after receipt of the invoice by County. County shall be responsible for any court costs, reasonable attorney fees or costs of collection if payment is not made in accordance with this Agreement.

2.2 Bank Accounts. County agrees to maintain a medical bill payment account and make adequate funds available from which MRM may draw from to pay medical bills pursuant to this Agreement. County will authorize MRM to set up a trust account for the benefit of the County solely for the purposes of paying medical due to providers and the services fees due and payable to MRM. (This section/paragraph is optional and can be handled in whatever means the County desires at time of agreement execution.)

2.3 Duties, Responsibilities and Obligations Remaining. Nothing in this Agreement shall be construed as relieving County of any duty, responsibility or obligation with which it must comply. County remains responsible for performing all functions necessary to remain compliant with applicable law.

2.4 Access to Electronic Information Maintained by MRM. During the term of this Agreement, Montgomery County may be granted access to certain information in electronic format relative to its services provided herein that is maintained by MRM through MRM's proprietary software, application or program. As a condition for such access, County shall have responsibilities relative to the confidentiality and protection of such software and information. Upon termination of this Agreement for any reason, County shall cease all access or use of MRM's proprietary software, application or program.

3. Regulatory Matters; Records

3.1 In General. The parties agree to cooperate with the other in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to this Agreement.

3.2 Compliance with the Law. Each party to this Agreement represents and warrants to the other party to this Agreement that, to the best of its knowledge, it is in compliance with all laws, regulations, ordinances, orders, and decrees of authority applicable to its conduct under this Agreement. Furthermore, each party shall obtain and maintain in full force and effect all permits,

licenses, consents, approvals, registrations, memberships, authorizations, and qualifications under all federal, state, local and foreign laws and regulations, and with all federal, state, local and foreign governmental or regulatory authorities required of the respective party necessary for the accomplishment of this Agreement.

3.3 Ownership of Records; Disclosure of information. All business records and information relating to the services performed for Montgomery County pursuant to this Agreement shall be the property of County, irrespective of identity of the party responsible for producing or maintaining such records and information. All such records shall be made available and/or returned to County as set forth in this Agreement.

3.4 Material Change Event to Pricing. If after the Effective Date of the Agreement a material change to the PPO pricing or state or federal law occurs to as to materially decrease the gross savings percentage amount to be paid to MRM pursuant to this Agreement, then the parties agree to enter into good faith negotiations to recalculate and adjust the compensation paid to MRM so that MRM is returned to its agreed upon economic position that existed immediately prior to such change.

4. Term of Agreement and Termination

4.1 Term of Agreement. This Agreement is effective on December 1st, 2019 at 12:01 am (“Effective Date”) and shall be for a (10) month period with options to renew for 3 (one-year) extensions beginning on October 1, 2020.

4.2 Just Cause Termination. Notwithstanding the foregoing subsection, either party to this Agreement may terminate the same with proper notice for just cause. A party to this Agreement shall have just cause to terminate this Agreement upon:

i. The filing of a bankruptcy petition by the other party to this Agreement, or the placement into bankruptcy or a declaration of insolvency by a court of competent jurisdiction of either party to this Agreement, or the dissolution of either party; or

ii. The failure of either party to maintain any license, regulatory approval or other type of regulatory authorization to perform its obligations under this Agreement; or

iii. A material breach of the terms of this Agreement by the other party which is not cured within the limits set forth herein; or

iv. The commission of fraud by the other party in the making and/or entering into of this Agreement or of the performance of this Agreement.

If this Agreement is terminated pursuant to Section 4.2(iii) above, written notice must be provided by the party terminating the Agreement for just cause to the party; such written notice must clearly state the alleged cause for the termination. The noticed party shall have thirty (30) days to correct the cause allegedly giving rise to the termination of the Agreement. If such noticed party shall fail to correct a breach of this Agreement within such thirty (30) day correction period, the party giving notice of the breach may then immediately terminate the Agreement. If this Agreement is terminated pursuant to Section 4.2 (i), (ii) or (iv) above then termination shall be immediately upon receipt of written notice. Notwithstanding the foregoing, in the event that the County fails to timely pay any fees in accordance with this Agreement, then MRM may terminate this agreement merely by giving ten (10) days prior written notice.

4.3 Renewal and Termination Not for Cause. During the term of this Agreement, either party may terminate this Agreement by providing ninety (90) days prior written notice of termination to the other party. This Agreement shall be automatically renewed for one (1) year terms at the ending date of this Agreement unless written notice of termination is provided by one party to the other party ninety (90) days prior to the ending date of the Agreement or any one (1) year extension thereof.

4.4 Options of County Upon Termination. Upon termination of this Agreement, County shall have one of the following options:

i. Require MRM to return all books, records, files and other information which are described herein as being the property of County in not more than sixty (60) days to County, and/or any designee of County, to the extent MRM is in possession of such files. County shall pay the reasonable costs for the transfer of such books, records, files, and other information; or,

ii. Require MRM to handle to their conclusion all bills submitted during the term of this Agreement. Should County choose this option, MRM shall be compensated as set forth in this Agreement. Should County choose this option, MRM shall, on a quarterly basis, return all books, records, files and other information relative to closed billing to County; County shall pay the reasonable costs for the transfer of such closed books, records, files, and other information.

4.5 Billing Upon Termination. Upon termination of this Agreement, MRM will furnish to County its final billing for services rendered under the terms of this Agreement as soon as practicable. County agrees to tender payment within fifteen (15) days after such final billing is furnished.

5. Indemnification and Insurance

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

5.2 Indemnification by County. County agrees to indemnify, defend and hold harmless MRM with respect to any and all claims by entities and/or persons not a party to this Agreement for any and all claims asserted as a result of any intentional or grossly negligent act on the part of County and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were exclusively caused by County and done at County's direction. County shall have no obligation to indemnify MRM with respect to any act or omission of County or its directors, officers, employees, agents or representatives taken or omitted to be taken at the direction of MRM or any of MRM's directors, officers, employees, agents or representatives. County

also agrees to indemnify MRM for any and all medical bills and billing obligations subject to this Agreement.

5.3 Survival of Indemnification. Sections 5.1 and 5.2 shall survive termination of this Agreement.

5.4 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

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

6. Insurance

6.1. Insurance Amounts. MRM shall provide at minimum the following insurance:

- i. One Million per occurrence Employer Liability and Worker's Compensation as required by Alabama Law.
- ii. Commercial Automobile Liability per occurrence in the amount of 1 Million single limit to include: owned, hired, and non-owned.
- iii. Comprehensive General Liability (where applicable to business purpose) in the amount of 1 Million with a 1 Million Umbrella combined single limit.
- iv. Professional liability in the amount of 1 Million per occurrence.

6.2 Insurance requirements. Policies shall be written by companies qualified to do business in the State of Alabama and shall have an A.M. Best rating of not less than "A-".

7. Miscellaneous

7.1 MRM an Independent Contractor. It is expressly agreed and acknowledged by the parties to this Agreement that this Agreement is intended to create and shall create between MRM and County the relationship of independent contractor. Nothing herein shall be construed as creating a partnership or joint venture between the parties. MRM, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of County but shall be deemed to be an independent contractor in every respect.

7.2 Entire Agreement. This Agreement contains all the terms agreed upon between the parties with respect to the subject matter hereof, and supersedes any and all prior oral and written communications between the parties including, if applicable, any prior written agreements in conflict

herewith. No modification or amendment of this Agreement shall be valid unless made in writing and fully executed by the parties.

7.3 Notices. All notices required herein shall be in writing and shall be sent postage prepaid, via certified mail, return receipt requested, or reputable private carrier (federal Express, UPS, etc.), with proof of receipt, to the parties at the addresses listed below:

Millennium Risk Managers, LLC
c/o Terry Young
PO Box 382408
Birmingham, AL 35238

With copy to:
Christie D. Knowles, Esq.
400 Broad St
Gadsden, AL 35901

Montgomery County Commission

Address:

City, State Zip:

Authorized Person:

7.4 Assignment. Neither party shall be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other party.

7.5 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

7.6 Failure to Enforce. The failure or delay of either party to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this Agreement, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights remedies of either party of its right to institute and maintain any action or proceeding which it may deem necessary to protect, assert or enforce any such rights or remedies.

7.7 Headings. All headings in this Agreement are for convenience of reference only and shall be disregarded.

7.8 Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and therefore agree that this Agreement will be construed as drafted equally by each party, with no presumption favoring or disfavoring either party.

7.9 No Third-Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder; there shall be no third-party beneficiaries to this Agreement.

7.10 Severability. In the event that one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

7.11 Dispute Resolution. Any disputes under this Agreement shall be finally determined by a single arbitrator in arbitration proceedings, which may be brought by either party in Birmingham, Alabama, in accordance with the rules of the American Arbitration Association. In the event of any arbitration in any way arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party, the prevailing party's costs and expenses, including a reasonable attorney fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates below the parties' signatures, the Agreement to be effective on the date above.

MONTGOMERY COUNTY COMMISSION

By: _____

Its: _____

MILLENNIUM RISK MANAGERS, LLC

By: _____

Its: _____

Exhibit A
Electronically Accessible Information

In accordance with Section 2 of the Agreement, this exhibit is attached to and shall become incorporated within the Agreement.

WHEREAS, MRM will/may provide County electronic access to its claims information through the utilization of MRM's proprietary data access program (the "MRM software"); and

WHEREAS, County understands and agrees that irreparable harm would befall MRM were said proprietary MRM software made accessible to competitors of MRM or persons who could sell or give said proprietary MRM software to a competitor of MRM and that furthermore there is intrinsic, monetary value in the proprietary MRM software created by MRM; and,

WHEREAS, County may have electronic access to information gathered during the investigation of present and prior years' medical claims submitted by County's employees through the aforementioned program; and,

WHEREAS, County understands that this electronic access to information will likely include information that is confidential and private to the employee, County and MRM, and which may be confidential or privileged pursuant to law; and,

WHEREAS, County understands and agrees that the confidentiality of such information should be maintained and preserved to the greatest extent possible in order to protect the privacy and interest of its employees, itself and MRM;

NOW THEREFORE, County agrees, covenants and/or understands that:

1. All electronically stored information made accessible by MRM to County will not under any circumstances be revealed or released to any person or entity not directly in the decision-making process of handling the claim to which the information refers; and,
2. It will not directly or indirectly release or cause to be released the electronic information access codes or passwords to persons or entities, other than to those persons identified to MRM by County as persons who require access to such electronically stored information; and,
3. The MRM software is the property of MRM, and the release or review of such information would cause irreparable harm and damages to MRM; and,
4. The computer programs, software programs, applications, source codes and other computer items utilized by MRM to store the electronically accessible information are the property of MRM and the release or review of such information would cause irreparable harm and damages to MRM.

Initial

Initial

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, is entered into as of December 1st, 2019 by and between MONTGOMERY COUNTY COMMISSION, whose address is 101 S Lawrence St., Montgomery, AL 36104, (hereinafter referred to as "County") and MILLENNIUM RISK MANAGERS, LLC, whose address is 2236 Cahaba Valley Dr., Birmingham, AL 35242 (hereinafter referred to as "Business Associate").

WITNESSETH:

WHEREAS, the County has contracted with the Business Associate to provide certain services (the "Services");

WHEREAS, to provide such services to the County, the Business Associate may have access to certain protected health information, as defined in 45 CFR § 160.103, which is part of the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, subparts A and E, (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") as well as other proprietary and confidential information including demographic information regarding County's pharmacy locations, County's pharmacy network information and County's data, reports, trade secrets, and other materials obtained by Business Associate in connection with services provided by Business Associate. (collectively "Protected Health Information" or "PHI");

WHEREAS, in addition, the Business Associate must have access to certain electronic protected health information ("Electronic Protected Health Information" or "Electronic PHI"), as defined in 45 CFR § 160.103, which also is part of the Security Standards for the Protection of Electronic Protected Health Information, 45 CFR Parts 160 and 164, subparts A and C, (the "Security Standards") set forth by HHS pursuant to HIPAA;

WHEREAS, to comply with the requirements of the Privacy Standards and the Security Standards, the County must enter into this Business Associate Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Obligations and Activities of the Business Associate. The Business Associate agrees:

1.1. Duty Not to Use or Disclose PHI. Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law (as defined in 45 CFR § 164.103);

1.2. Duty to Safeguard PHI. To use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement, and to implement Administrative, Physical, and Technical Safeguards (each as defined in 45 CFR § 164.304) that reasonably and appropriately protect the Confidentiality, Integrity, and Availability (each as defined in 45 CFR § 164.304) of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of the County as required by the Security Standards;

1.3. Duty to Mitigate Damage Caused by Improper Disclosure. To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business

Associate Agreement;

1.4. Duty to Report Disclosure and Security Incidents. To report to the County any use or disclosure of PHI not provided for by this Business Associate Agreement, or any Security Incident (as defined in 45 CFR § 164.304), of which it becomes aware;

1.5. Duty to Ensure Agents Agree to Same Restrictions Regarding Privacy. To ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the Business Associate on behalf of, the County agrees to the same restrictions and conditions that apply through this Business Associate Agreement to the Business Associate with respect to such PHI;

1.6. Duty to Ensure Agents Agree to Safeguard Electronic PHI. To ensure that any agent, including a subcontractor, to whom it provides Electronic PHI created, received, maintained, or transmitted by the Business Associate on behalf of the County agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI;

1.7. Duty to Provide Access. To provide access, at the request of County, and in a timely manner, to PHI in a Designated Record Set (as defined in 45 CFR § 164.501), to the County upon request and as directed by the County, to the person who is the subject of the PHI (the "Individual", as defined in 45 CFR § 160.103,) to meet the requirements under 45 CFR § 164.524; provided, however, that this Section 1.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the County;

1.8. Duty to Make Amendments. To make any amendment(s) to PHI in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR § 164.526 at the request of the County or an Individual, and in a timely manner; provided, however, that this Section 1.8 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the County;

1.9. Duty to Make Records Available. To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the County, available to the Secretary of HHS, or his designee (collectively, the "Secretary"), in a timely manner for purposes of the Secretary's determining such County's compliance with the Privacy Standards;

1.10. Duty to Document Disclosures. To document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528; and

1.11. Duty to Provide Information. To provide to the County or an Individual, in a timely manner upon request, information collected in accordance with Section 1.10 of this Business Associate Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

2. Permitted Uses and Disclosures by the Business Associate.

2.1. Permitted Uses and Disclosures. Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the County as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Standards or this Agreement.

2.2. Specific Uses and Disclosures Provisions. Except as otherwise limited in this Business Associate Agreement, the Business Associate may:

a. Use for management and administration. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and

b. Disclose for management and administration. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Confidentiality of PHI. All PHI is considered confidential. Business Associate will not use, disclose or exploit the PHI for any purpose other than providing the services to County for its benefit. Business Associate will not disclose the PHI to any other party or use PHI for any other purpose than strictly provided for in this Agreement.

3. Obligations of the County. County shall:

3.1 Provide Business Associate a copy of its Notice of Privacy Practices ("Notice"), if any, produced by County in accordance with 45 C.F.R. 164.520 ("Notice of Privacy Practices") as well as any changes to such notice;

3.2 Provide Business Associate with any changes in, or revocation of, authorizations by individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;

3.3 Notify Business Associate of any restriction to the use and/or disclosure of PHI to which County has agreed in accordance with 45 C.F.R. 164.522;

3.4 Notify Business Associate of any amendment to PHI to which County has agreed that affects a designated record set maintained by Business Associate; and

3.5 If Business Associate maintains a designated record set, provide Business Associate with a copy of its policies and procedures related to an individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI.

3.6 The County shall not request the Business Associate use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the County, except as set forth in Section 2.2 above.

4. Term and Termination.

4.1. Term. The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the County to the Business Associate, or created or received by the Business Associate on behalf of

the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

4.2. Termination for Cause. Upon the County's knowledge of a pattern of an activity or practice of the Business Associate that constitutes a material breach or violation of this Business Associate Agreement by the Business Associate, the County shall provide an opportunity for the Business Associate to cure the breach or end the violation. The County shall terminate this Business Associate Agreement and the Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the County, or immediately terminate this Business Associate Agreement and the Agreement if the Business Associate has breached or violated a material term of this Business Associate Agreement and cure is not possible. If neither termination nor cure is feasible, the County shall report the breach or violation to the Secretary.

4.3. Effect of Termination.

a. Return or Destruction of PHI. Except as provided in Section 4.3(b), upon termination of this Business Associate Agreement, for any reason, the Business Associate shall return or destroy all PHI received from the County, or created or received by the Business Associate on behalf of the County. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

b. Return or Destruction of PHI Infeasible. In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI.

5. Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy Standards and/or the Security Standards means the section as in effect or as amended, and for which compliance is required at the time of the use or disclosure in question.

6. Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Standards, the Security Standards and HIPAA.

7. Survival. The respective rights and obligations of the Business Associate under Section 4.3 above shall survive the termination of this Business Associate Agreement.

8. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the County to comply with the Privacy Standards and the Security Standards.

9. Notices. All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested or by overnight delivery. Notices shall be directed to the parties at their respective addresses set forth in the first paragraph of this Business Associate Agreement or below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

10. Entire Agreement; Modification. This Business Associate Agreement represents the entire agreement between the Business Associate and the County relating to the subject matter hereof.

No provision of this Business Associate Agreement may be modified, except in writing, signed by the parties.

11. No Third Party Beneficiaries. There shall be no third party beneficiaries to this Business Associate Agreement, and no individual (including an "Individual") or entity who is not a party to this Business Associate Agreement shall have any rights in connection with a breach or violation of this Business Associate Agreement.

12. Binding Effect. This Business Associate Agreement shall be binding upon the parties hereto and their successors and assigns.

13. Counterparts. This Business Associate Agreement may be executed in any number of counterparts, which, when taken together, shall constitute one original.

14. Miscellaneous.

14.1. Indemnity; Injunctive Relief.

If Business Associate should breach or threaten to breach any of the provisions of this Agreement, County, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction or other similar remedy in order to specifically enforce the provisions of this Agreement. Business Associate specifically acknowledges that money damages alone would be an inadequate remedy for the injuries that would be suffered and incurred by County as a result of a breach of any of the provisions of this Agreement. In the event that County should seek an injunction hereunder, Business Associate hereby waives any requirement that County submit proof of the economic value of any PHI or that County post a bond or any other security.

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

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

14.2. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative or employee of the other Party. Neither Party will have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement will not be

interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either party.

14.3. Choice of Law. This Agreement shall be governed by and construed under the laws of the State of Alabama without consideration of its conflict of laws provisions. The parties hereby agree that the appropriate court in the jurisdiction located in Jefferson County, Alabama shall have sole jurisdiction over any matters involving this Agreement.

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

MILLENNIUM RISK MANAGERS, LLC

Date

By:
Its:

MONTGOMERY COUNTY COMMISSION

Date

By:
Its:

MEMORANDUM**November 13, 2019**

E-16

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreements with Millennium Risk Managers, LLC

I have reviewed your memorandum of November 13, 2019, regarding an Agreement for Professional Services with Millennium Risk Managers, LLC, to provide medical bill repricing services to the detention system. I have reviewed the Agreement and the Business Associate Agreement. I note that the Agreements do not contain the County's Dispute Resolution and Hold Harmless Clause, but that it will be added.

Once the County's Dispute Resolution and Hold Harmless Clause has been added, I opine that these Agreements are in order and can be executed. Upon execution, the Agreements will be binding on all parties.

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 these agreements should not be executed if it is the desire of the Montgomery County Commission.

50051-317

4-16

NOV 18 2019

October 31, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly H. Leverette 
Director of Risk Management

SUBJECT: Request Approval to Amend Contract with QCHC to Remove the Cost Pool for Medical Services Outside the Detention Facility effective December 1, 2019.

I have been in communication with Christie Estes, General Counsel for QCHC, regarding amending the Detention Facility contract with QCHC to remove the cost pool for medical services at locations outside of the Detention Facility to allow for the Montgomery County Commission to begin working with a claims repricing company to reprice and pay claims for inmate medical services handled outside of the Detention Facility.

I am requesting this item be added to the Agenda for the November 18, 2019 Montgomery County Commission meeting for approval.

Enclosure

Cc: Florence Cauthen, Deputy Administrator

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

WHEREAS, QCHC, INC., a/k/a Quality Correctional Health Care, ("QCHC"), and MONTGOMERY COUNTY, ALABAMA ("COUNTY"), entered into a HEALTH SERVICES AGREEMENT (the "AGREEMENT") for the Montgomery County Detention Facility ("JAIL") on October 1, 2016;

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

WHEREAS, the COUNTY desires to utilize a third-party to negotiate and reprice off-site inmate medical claims.

WHEREAS, the COUNTY desires to remove the quarterly cost-pool from the AGREEMENT.

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

AMENDMENT

Effective December 1, 2019:

Section 1.2 (e) Medication shall be deleted in its entirety and replaced with the following language:

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 Antipsychotics, and non-formulary drugs/medications. The cost of these medications will be billed to the County separate from the compensation set forth in Section 7.1.

Section 1.3 Specialty Services shall be deleted in its entirety and replaced with the following language:

In addition to providing the primary services described above, QCHC will identify those inmates requiring additional care and notify County immediately. When off-site and/or hospital care is required for medical reasons, QCHC will arrange for inpatient and/or outpatient hospital services, mobile services, SPECIALTY SERVICES, dental services, X-ray, diagnostic testing, consultation services, off-site mental health services, and medically indicated ground ambulance transportation for INMATES/DETAINEES, in accordance with the SHERIFF's policies and procedures, and in coordination with the COUNTY'S off-site care coordinator and/or third party administrator, if applicable. QCHC will not be financially responsible for any costs associated with off-site care and/or SPECIALTY SERVICES. QCHC and COUNTY recognize that there may be off-site medical bills for services provided prior to December 1, 2019 that may not be

received by QCHC until after this amendment takes effect. Claims received by QCHC prior to December 1, 2019 will be paid from the existing cost-pool. Claims received after December 1, 2019 will be sent directly to the COUNTY for payment.

Section 1.3 (c) Dental Services shall be amended to state that Dental Services will be capped at \$41,000.00 annually. Any balance for dental services exceeding the cap shall be billed directly to the COUNTY and such charges will be separate from the compensation set forth in Section 7.1.

Section 7.1(a) Base Compensation shall be amended to reflect that the monthly compensation due to QCHC will be \$155,912.86 for the period from December 1, 2019 through September 30, 2020. The amount to be paid by the COUNTY to QCHC for the same period will be \$1,559,128.56.

Section 7.1(b) Cost Pool shall be deleted in its entirety.

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

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

QCHC, INC.:

BY: JOHNNY EDWARD BATES, MD

TITLE: PRESIDENT & CEO

DATE: _____

**MONTGOMERY
COUNTY, ALABAMA:**

BY: _____

TITLE: _____

DATE: _____

MEMORANDUM

To: Donald L. Mims, County Administrator

From: Khristie Davis, Buyer 

Date: October 18, 2019

RE: Contract No. 51901-16B-035
Uniforms and Services

I request that the attached Amendment No. 1 to Cintas Corporation for uniforms and services be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for thirty (30) days, beginning December 1, 2019 and ending on December 30, 2019.

All provisions of the contract shall remain the same.

This contract extension has been coordinated with Lamar Allen, General Service Director and George Speake, County Engineer.

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

Amendment
To
Contract # 51901-16B-035

Amendment No. 1

Contract with Cintas Corporation to furnish uniforms and services for Montgomery County Commission, is hereby extended for thirty (30) days beginning December 1, 2019 and ending December 30, 2019.

All other provisions of the contract will remain the same.

WITNESS:

CINTAS CORPORATION

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

NOV 18 2019

November 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: 2019 Employee Recognition and Appreciation Program and Budget

The Montgomery County Commission, at its meeting on December 3, 2018, approved an Employee Recognition and Appreciation Program (ERAP) and related budget. Attached is a copy of these Minutes.

The Montgomery County Commission, at its meeting on November 4, 2019, agreed to place on the next agenda the 2019 budget for the ERAP and for the ERAP Luncheon to be held at the First Baptist Church. The scope of the ERAP will be the same as approved by the County Commission in 2018.

I am requesting that the County Commission approve the attached 2019 budget for the ERAP in the amount of \$9,200 and to affirm the scope of the ERAP as approved last year.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

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

7-1



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, November 14, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk 
Manager of Public Affairs

SUBJECT: 2019 Employee Recognition and Appreciation Luncheon Budget

2019 Employee Recognition and Appreciation Luncheon Budget

Catering	\$8,800.00
Certificates & Pins	150.00
Floor Protection	150.00
Table Decorations	100.00
TOTAL	\$9,200.00

Commissioner Singleton said he recommended Brian Shelton because he has known him for many years and everyone he talked to agreed that Mr. Shelton would be a great asset to the Board. Commissioner Singleton said he welcomed any recommendations for the vacancies.

Vice Chairman Walker asked Commissioner Singleton if he could speak to the conflict of interest issue, and he stated that he could not because he has no knowledge of it.

APPROVAL OF MINUTES

Commissioner Harris made a motion to approve the Minutes of the Regular Meeting of November 19, 2018. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission.

CONSENT AGENDA

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

PUBLIC HEARING

PUBLIC HEARING REGARDING PROPOSED EMPLOYEE RECOGNITION AND APPRECIATION PROGRAM

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to speak regarding the Proposed Employee Recognition and Appreciation Program (ERAP). Administrator Mims briefed the Commission on the ERAP which would allow the County to have an Employees Appreciation Program once a year that includes a luncheon and recognition of employees. He further stated that the Commission provided notice at the meeting on November 19, 2018, of its intention to consider the ERAP and to hold a public hearing at the meeting on December 3, 2018. No one from the audience expressed a desire to speak to the topic. Chairman Dean then declared the Public Hearing closed.

NEW BUSINESS

COUNTY COMMISSION – APPROVED EMPLOYEE RECOGNITION AND APPRECIATION PROGRAM AND RELATED 2018 BUDGET

Commissioner Harris made a motion to approve the Employee Recognition and Appreciation Program and related 2018 Budget. The motion had a provision that the County Commission can use the First Baptist Church for the employee recognition and appreciation luncheon if the location is approved by the Alabama Examiners of Public Accounts and authorized by the Chairman of the Montgomery County Commission. The motion was seconded by Vice Chairman

Walker and unanimously approved by the Commission. (Copies of Memorandum, Montgomery County ERAP, and Budget, Agenda Pages 1-1 through 1-3, are attached to these Minutes.)

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER APPOINTMENT

Commissioner Singleton made a motion to approve the Appointment of Brian Shelton to the Pike Road Volunteer Fire Protection Authority. Mr. Shelton will replace Charles Williamson “Will” Barfoot for a term expiring March 1, 2020. The motion was seconded by Vice Chairman Walker and unanimously approved by the Commission. (Copies of Memorandum and Board Members’ Appointment Page, Agenda Pages 2-1 and 2-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 CALENDAR YEAR CONTRACT AGREEMENT WITH CROSBY DRUNKARD GROUP, LLC, FOR GOVERNMENTAL AFFAIRS REPRESENTATION/CONSULTING SERVICES

Commissioner Harris made a motion to approve the 2019 Calendar Year Contract Agreement with Crosby Drunkard Group, LLC, for Governmental Affairs Representation/Consulting Services. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Contract, Agenda Pages 3-1 through 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2019 PROPOSED LEGISLATIVE AGENDA

Commissioner Harris made a motion to approve the 2019 Proposed Legislative Agenda. The motion was seconded by Commissioner Singleton and unanimously approved by the Commission. (Copies of Memorandum and Legislative Bills, Agenda Pages 4-1 through 4-6, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION, AGREEMENT, AND DELEGATION OF AUTHORITY REGARDING THE EASTWOOD VILLA HOUSING REHABILITATION-PHASE 2 PROJECT, CDBG PROJECT NUMBER CY-CM-RR-18-017

Commissioner Singleton made a motion to adopt the Resolution, Agreement, and Delegation of Authority regarding the Eastwood Villa Housing Rehabilitation-Phase 2 Project, CDBG Project Number CY-CM-RR-18-017. The motion was seconded by Commissioner Harris and unanimously approved by the Commission. (Copies of Memorandum, Resolution, Delegation of Authority Sheet, Agreement and Support Documents, Agenda Pages 5-1 through 5-18, are attached to these Minutes.)

YOUTH FACILITY – APPROVED ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT FOR 2018-2019

Commissioner Singleton made a motion to approve the Alabama Department of Youth Services Grant/Subsidy Agreement for 2018-2019. The motion was seconded by Commissioner

AGENDA

DEC - 3 2018

November 29, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen
Deputy Administrator



SUBJECT: Employee Recognition and Appreciation Luncheon

At its last meeting, the Commission discussed an employee appreciation luncheon authorized by Amendment 909. A public hearing on this matter is scheduled during the formal session of the Commission meeting on December 3, 2018.

I request approval of the attached Montgomery County End-of-Year Employee Recognition and Appreciation Program and Budget.

Montgomery County End-of-Year Employee Recognition and Appreciation Program

Pursuant to Amendment 909 of the Constitution of Alabama of 1901, the Montgomery County Commission ("MCC") does hereby establish the Montgomery County End-of-Year Employee Recognition and Appreciation Program ("ERAP") to express its appreciation to the dedicated employees of Montgomery County and to recognize those employees who have reached significant milestones in their years of service.

The scope of the ERAP is as follows:

1. A luncheon to be held once per year in the month of December.
2. The luncheon will be held during the regular business hours of the MCC, at a premise or property owned or under the authority of the MCC.
3. An invitation to attend the luncheon will be extended, via email, to all employees of the MCC.
4. At the luncheon, employees of the MCC will receive a catered lunch, including a meal, beverages and dessert. The meal may be served either plated or buffet style.
5. The luncheon will follow a pre-determined program or agenda that includes, at minimum, the following:
 - Remarks by the Chair of the MCC (or his/her designee) on the state of the county, including updates on any information pertinent to county employees.
 - A presentation by members of the MCC of plaques and/or certificates to any employee of the MCC that has 1) celebrated a 5 year-incremental employment anniversary since the preceding 12-month period, 2) has maintained perfect attendance during the preceding 12-month period, or 3) any other recognition established hereafter by the MCC.

The MCC shall cover all costs associated with the luncheon including meal catering, beverages, utensils, plaques, certificates and other incidental costs. The County Administrator shall create a budget for the ERAP, and such budget must come before the MCC for approval prior to the expenditure of any funds related to program. Further, the MCC shall maintain detailed records of all disbursements associated with the planning and execution of the ERAP, which will be subject to review by the Alabama Department of Examiners.

The MCC reserves the right to cancel or decrease the scope of the ERAP as outlined above; however, the MCC shall not make any additions or in any way expand the ERAP without first following the notice procedures as outlined in Amendment 909 of the Constitution of Alabama of 1901 regarding the adoption of such programs and policies.

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

NOV 18 2019

November 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of 2020 Membership Dues to the Coosa-Alabama River Improvement Association, Inc.

The Montgomery County Commission, at its meeting on November 4, 2019, agreed to place on the next agenda authorization of payment of 2020 Membership Dues in the Amount of \$4,000 to the Coosa-Alabama River Improvement Association, Inc.

I am requesting approval of these dues.

DLM/tn

Attachment

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

8-1

COOSA- ALABAMA RIVER IMPROVEMENT
ASSOCIATION
P.O. Box 388
Montgomery, AL 36101-0388 US
info@cara.org

Invoice

**BILL TO**

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

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1046	10/21/2019	\$4,000.00	10/31/2019	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/21/2019	Services	2020 Annual Membership Dues			4,000.00

We appreciate your continued support.

BALANCE DUE

\$4,000.00

Tammy Nix

From: COOSA- ALABAMA RIVER IMPROVEMENT ASSOCIATION
<quickbooks@notification.intuit.com>
Sent: Monday, October 21, 2019 2:44 PM
To: Donald Mims
Subject: 2020 Annual Membership Dues from COOSA- ALABAMA RIVER IMPROVEMENT ASSOCIATION
Attachments: Invoice_1046_from_COOSA_ALABAMA_RIVER_IMPROVEMENT_ASSOCIATION.pdf

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



COOSA- ALABAMA RIVER IMPROVEMENT ASSOCIATION

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

As you are aware, we operate on an October – September fiscal year. Attached you will find your membership dues invoice for the 2020 operating year.

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

Should you have any questions or concerns, please feel free to phone me at 334-235-1718. Your membership is important to us...and we hope CARIA is important to you.

Sincerely,

8-3

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

INVOICE 1046

DUE 10/31/2019

\$4,000.00

Review and pay

Powered by QuickBooks

COOSA- ALABAMA RIVER IMPROVEMENT ASSOCIATION

P.O. Box 388 Montgomery, AL 36101-0388 US

info@caria.org

If you receive an email that seems fraudulent, please check with the business owner before paying.



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NOV 18 2019

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102

Memo:

To: Donnie L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: November 12, 2019

Re: Assigned General Fund Balances

On September 17, 2018, the County Commission approved a Financial Management Policy which includes an objective to set aside as a reserve 25% of general fund budget expenditures for the purpose of covering unanticipated revenue shortfalls and paying non-recurring, unanticipated expenditures and capital expenditures of the County or as otherwise approved by the County Commission. Once reserved, any expenditure of the reserve balances by the County Commission for such purposes shall require a majority approval of the County Commission upon 30 days' notice to the media.

It was discussed that the best way to accomplish the reserve designation was to assign fund balance in the financial statements. Assigned Fund Balances are amounts constrained by the County's intent to be used for specific purposes but are neither restricted or committed.

2020 General Fund budget	\$78,181,161
--------------------------	--------------

25%	\$19,545,290
-----	--------------

Recommended Assignment at 9/30/2019:	\$19,000,000
--------------------------------------	--------------

Assigned for the purpose of covering unanticipated revenue shortfalls and paying non-recurring, unanticipated expenditures and capital expenditures of the County or as otherwise approved by the County Commission

MONTGOMERY COUNTY COMMISSION FUND BALANCE INFORMATION

		Fund Balance 9/30/2018	
001 General Fund	Operating	21,902,908	Unassigned
001 General Fund	Committed for F35 Entry Gate project	1,080,000	Committed
003 Emergency Fund	Established as a reserve for one year of debt service-available for operating	10,053,733	Unassigned
004 Workers Comp Ins	Self-Insured fund for Workers Compensation claims-all funds contribute 1% of gross wages	1,378,455	Committed
005 Employees Health Ins	Self-Insured fund for Health Insurance-All reserved for the OPEB liability	3,247,889	Committed
006 R E Life Insurance	Self-Insured to provide a Life Insurance policy for each retiree beneficiary-All funds contribute	216,619	Committed
007 Liability Fund	Self-Insured for Liability Claims-Funds contribute a fixed amount	3,834,757	Committed
111 Gasoline Tax Fund	Funding-7¢ Gas Tax/Eng Salary reimb (20%) Advlorem Fund 112(75%) MV Tax &License (5%)	138,506	Unassigned
112 Public Roads/Bridges	Advlorem tax for bldg/rds/bridges-Funds 80% of Engineering-Excess can be used by Gen Fd	6,537,135	Unassigned
113 Public Hiway&Traffic	Motor Vehicle tax,license,fees for public highways and streets (Funds Gas tax fund 11)	134,740	Unassigned for 111 use
116 Capital Improvement	County share of Ala Trust Fund-Building construction, renovation, debt service - Restricted	0	Using 100% for 2018 debt service so none available for projects
117 R.R.R. Gasoline Tax	State 4¢ & 5¢ gas tax-restricted to resurfacing/restoration of existing Co roads & bridges	5,162,531	Restricted
119 Severed Material Tax	75% restricted for road system-Other can go to the General Fund	701,650	Restricted
123 Personnel	City County personnel department-approximately 80% City 20% County	160,545	Assigned
206 Construction Projects	Construction projects-Funded from general fund	405,318	Assigned
206 Construction Projects	County Park Improvements-funded from the 2017 Bond Issue	2,024,192	Restricted
		31,956,641	

General Fund Reserves- General and Emergency

Financial Policy Reserve 25% of 2020 General Fund Budget Expenditures-\$78,181,161

Remaining Unassigned Fund Balance- Before update for FY 2019 results

Budget Changes from Fund Balance FY 2020:

Helping Montgomery Families
Family Justice Center Director
Contract Security Services
Funding for Flatwood Community Center
Funding needed for the Perry Street Parking Deck Renovation
Other potential uses
Potential Sales Tax Refund Jackson Hospital
Information Systems Camera upgrades
Garrett Coliseum Project
Increases
Proceeds from the Sale of Industrial Park lot

Unassigned balance in General/Emergency Funds
Unassigned balance in Gas Tax Funds available for General Fund purposes

Per Financial Policy, Ten year plan presented:

Ten Year Maintenance Plan presented to Commission in July 2019
FY 2020 budgeted for

2021-2025
2026-2029

9.2

SEP 17 2018

FINANCIAL MANAGEMENT POLICY MONTGOMERY COUNTY COMMISSION

Statement of Purpose: The purpose of this document is to serve as an all-encompassing financial management policy for Montgomery County, Alabama (the "County"), which will provide direction for the Montgomery County Commission (the "County Commission") in budgeting, reserve balances, debt management and accounting, auditing and financial reporting practices. Moreover, this will provide recommended methods to accomplish and adhere to the proposed procedures contained herein. This policy document will create, manage and ensure ongoing adherence to a purposeful, planned and deliberate set of guidelines to create both operating and restricted accounts.

ARTICLE I BUDGETARY POLICY PROCEDURES

Section 1. Budget Preparation. The County Commission prepares an annual budget for each fiscal year of the County. The budget process begins in May of each year when the heads of the various county departments are asked to prepare and submit budget requests for the immediately succeeding fiscal year. The departmental requests are submitted to and reviewed by the Finance Director upon receipt thereof (usually in June or July) and department public hearings are conducted in July and August to provide an opportunity for departments to present information on their budgets and any interested person to offer comments with respect to the proposed budget. Following the hearings, the County Commission may modify any departmental budget request to such extent as it deems appropriate.

Section 2. Revenue Estimates. Budgeted revenues are based on estimated current revenue trends. No projected growth is factored into the budgeting process. Revenue estimates are prepared in July using actual collections to date and estimates for the remaining months.

Section 3. Adoption of Budget. The County Commission is required to adopt the annual budget not later than September 30 of each year. The appropriations must not exceed the total revenues and reserves available for appropriation. Expenditures may not legally exceed appropriations. Adjustments to the Budget during the fiscal year must be approved by the County Commission. Any changes must be within the revenues and reserves estimated to be available.

Section 4. Budgeting Integration. Formal budgeting integration is used during the fiscal year as a management control device for the County's General Fund, Special Revenue Funds, Debt Service Funds and Capital Project Funds. The budget is adopted on a departmental "line-item" basis consistent with generally accepted accounting principles. Budget control is maintained at the departmental line-item level by the encumbrance of estimated purchase amounts prior to the release of purchase orders to vendors.

ARTICLE II DEBT MANAGEMENT POLICY

Section 1. Purpose. The purpose of this policy is to establish the guidelines for the issuance of debt by the County. Debt levels and the related annual debt service expenditures are important long-term obligations that must be managed with available short and long-term resources. This policy also addresses the level of indebtedness that the County can reasonably expect to incur without jeopardizing its existing financial position.

Adherence to a debt management policy, along with the utilization of other sound and prudent financial practices and the County's other financial policies, will assure the lending market that the County is well managed and will meet its obligations in a timely manner.

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Section 2. Principles. The County's debt management policy seeks to encourage the following principles:

- (i) Complete payment of principal and interest on all outstanding debt.
- (ii) The payment of County debt will be secured by full faith, credit and taxing power held by the County, in the case of general obligation warrants and by the pledge of specific, limited revenues in the case of revenue warrants. The County may also issue warrants through a public building authority (or other appropriate issuer) secured by an annual appropriation lease (or other revenue source). On occasion the County or a political subdivision thereof may serve as a conduit to other issuers. The County will not pledge revenues to these conduit issuers and will have no obligation, moral or legal, to repay conduit debt issued under the authority of the County, except as approved by the County Commission.
- (iii) Principal and interest retirement schedules will be constructed to: (1) achieve a low borrowing cost to the County, (2) accommodate the debt service payments of existing debt, and (3) respond to market condition at the time of sale.
- (iv) Factors which the County will consider prior to the issuance of debt include:
 - a. Does the useful life of assets being financed exceed the term of the financing?
 - b. Are financial resources available, sufficient and reliable to service both the existing and new debt?
 - c. Will the issuance of debt adversely affect the County's credit ratings, and if so, how can that best be mitigated?
 - d. The County will strive to manage its debt level, operating performance, reserves, and management practices to maintain strong credit ratings, in order to minimize its cost of capital. As of September 2018 the County's general obligation debt is rated S&P: AA and Moody's: Aa1.
- (v) The County reserves the right to conduct a negotiated or competitive sale in the future depending on market conditions. All methods of sale are subject to County Commission approval.

Section 3. Planning and Performance. Debt management means adopting and maintaining financial plans for both the issuance and repayment of debt. Planning for the repayment of debt will include analysis of the operating budget to determine if the fund will incur the additional debt service required by the new debt.

Section 4. Use of Short-Term and Long-Term Debt. Short-term debt should be limited to borrowing to cover short-term, temporary cash flow shortages within the County's fiscal year through the use of tax anticipation notes in those instances where there is an inadequate level of cash flow, or through the use of bond anticipation notes when cash is required to initiate a capital project prior to the receipt of

9-4

bond proceeds. The County Commission should manage the County's finances so as to avoid the use of short-term debt when possible.

Long-term debt should be issued for the acquisition, construction, or improvement of land, buildings, infrastructure, and public improvements when the use of debt is appropriate and within the principles outlined above. Current year budget appropriations and accumulated reserve funds may be used to minimize the amount of long-term borrowing that is required, but, keeping in mind that the County must maintain adequate liquidity and reserves.

Section 5. Purpose of Debt. General obligation debt and annual lease appropriation debt funded by general fund receipts and other appropriate sources shall be used for projects that provide a general benefit to County residents and that cannot otherwise be self-supporting. Debt incurred for use by an enterprise fund, even if backed by a general obligation pledge of the County, shall be self-supporting and repaid solely from the revenues of such fund, unless a general benefit to County residents can be demonstrated.

Section 6. Repayment of Debt. The County Commission will conservatively project the revenue sources that will be utilized to repay any debt, and will analyze the impact of both the additional debt service as well as any additional operating expenses resulting from the improvement, to determine if new debt should be issued and to structure the appropriate repayment terms for each debt issue.

Section 7. Use of Variable Rate Debt, Balloon Payments, Derivative Products, etc. The County Commission recognizes the use of variable rate debt, balloon payments, derivative products such as interest rate swaps, carries additional risks. While this policy does not preclude the use of such options, additional considerations apply:

- (i) Generally, fixed rate debt should be preferred over variable rate debt. However, at times there may be considerations which favor variable rate debt. If variable rate debt is utilized, it should be limited to no more than 20% of the County's total debt.
- (ii) Balloon payments pose future refinancing, and interest rate, risks. Before incorporating balloon payments into a financing structure, the County should consider its ability to pay the balloon payment from its reserves in the event a refinancing was not available or advantageous. The size of the balloon payment, its timing and the window of opportunity to refinance prior to the balloon, are all relevant considerations.
- (iii) The use of derivative products such as an interest rate swap is strongly discouraged unless there are significant, compelling reasons to consider. In the event a swap is being considered, the County will engage the services of a highly qualified swap advisor.

ARTICLE III RESERVE BALANCES POLICY

Section 1. Purpose. The County Commission believes that sound financial management requires that sufficient funds be maintained by the County for unanticipated expenditures and revenue shortfalls during the course of the fiscal year as may be caused by economic downturns in local/state/federal levels, natural disasters, and other unforeseen circumstances. Maintaining such funds will help sustain the stability of the County's finances and reduce the need for short-term borrowing.

9-5

Section 2. Objective. The County Commission's objective is for twenty-five percent (25%) of general fund budget expenditures to be set aside as a reserve in a planned and consistent manner and that these moneys may not be spent for regular County expenditures in an effort to maintain the County's creditworthiness.

Section 3. Reserve Balance Expenditures. The reserve balances will be established by the County Commission for the purpose of covering unanticipated revenue shortfalls and paying non-recurring, unanticipated expenditures and capital expenditures of the County or as otherwise approved by the County Commission. To this end, the County Commission will only use the reserve balances to alleviate unanticipated short-term budgetary issues such as revenue shortfalls or unforeseen expenses. Any expenditure of the reserve balances by the County Commission for such purposes shall require a majority approval of the County Commission members upon 30 days' notice to the media.

Section 4. Reserve Fund Appropriations. Annually, the County Commission will propose funding of the contingency reserve balances through the budget to maintain the balance at the minimum amount. If expenditures reduce the contingency reserve balance below the established minimum amount, the County Commission will, as part of its approval of such expenditures, adopt a plan to restore the funds to the prescribed level.

ARTICLE IV CONSTRUCTION PROGRAMS FUND POLICY

Section 1. Purpose. The purpose of the Construction Programs Fund Policy is to establish and maintain dedicated funds to be annually budgeted, funded and used for new facilities or facility improvements. The overall goal of the Construction Programs Fund Policy is to order the County's fiscal expenditures while coordinating public investment with adopted plans and policies to properly manage the County's long-term investments.

Section 2. Capital Improvements Budget. The County will prepare and adopt a Capital Improvements Budget which will detail planned capital projects over two year, five year, and ten year periods. The Capital Improvements Budget will detail for each capital project, the estimated project cost, description and funding source. The first Capital Improvements Budget will be prepared for the fiscal year ending September 30, 2020.

Section 3. Capital Improvement Project Requirements. All capital improvement projects must be justified on the basis of providing a basic service, improving or rehabilitating deteriorating facilities, reducing costs, promoting jobs or economic development, or otherwise benefiting a large population segment or target area of the County. They must also be compatible with other planned projects and overall County development plans.

Section 4. Construction Programs Fund. The County shall establish one or more dedicated funds to service capital improvement projects undertaken by the County. Funds in the Construction Programs Fund(s) shall be restricted in use to capital improvement projects of the County.

Section 5. Funding Sources. The Construction Programs Fund(s) shall be funded through appropriations from the Commission on an annual basis. All capital improvement projects of the County shall be funded from the Construction Programs Fund(s) unless specifically financed from other sources such as County warrants, notes or other indebtedness, or other revenue sources specifically dedicated to such projects. All uncompleted projects must be reconsidered annually to determine if unspent funds need to be recommitted to a given project or reallocated to other planned projects.

Section 6. Budget Shortfalls. Notwithstanding anything herein to the contrary, in the event of an operating budget or general fund shortfall, the funds from the Construction Programs Fund(s) may be transferred into the County general fund to alleviate in whole, or in part, such shortfall.

ARTICLE V ACCOUNTING, AUDITING AND FINANCIAL REPORTING POLICY

Section 1. Purpose. The purpose of this Accounting, Auditing and Financial Reporting Policy is to establish and maintain high standards for accounting practices in the County, thereby enabling the County Commission, the County Administrator and the Finance Director to make sound decisions in preparing and adopting the County budget and managing County finances.

Section 2. Accounting. The accounting practices of the County will conform to Generally Accepted Accounting Principles for local governments as established by the Governmental Accounting Standards Board. The Finance Director will establish and maintain a system of fund accounting and shall measure financial position and results of operations using the modified accrual basis of accounting for governmental funds and the accrual basis of accounting for proprietary and fiduciary funds.

Section 3. Auditing. The County Commission complies with state mandated requirements that annual audits be conducted by the Alabama Department of Examiners of Public Accounts.

Section 4. Monthly and Annual Financial Reporting. Monthly financial reports are generated for the County Commission's management purposes. These will consist of:

- (i) **Budget Report** showing revenues collected and appropriations expended for the previous month with the variance from the budget amounts for each line item;
- (ii) **Statement of Revenue, Expenditures, and Changes in Fund Balance** showing revenues and expenditures and the difference between the two, the beginning fund balance for the period, the ending fund balance; and
- (iii) **Balance Sheet** showing County assets less liabilities and the fund balance.

The Finance Director will prepare an annual financial report. This report should include financial statements for each of the funds of the County, as well as appropriate additional disclosures as necessary for the complete understanding of the financial statements presented. In addition, the report should include a narrative discussion to explain how the County's current financial position and results of financial activities compare with those of the prior year and with budgeted amounts.

ARTICLE VI POST ISSUANCE COMPLIANCE POLICY

Section 1. Continuing Disclosure Requirements. The Finance Director shall maintain and ensure compliance with all continuing disclosure requirements as provided for by the County's outstanding debt obligations, including but not limited to, the posting of the County's audited financial statements to the Electronic Municipal Market System at emma.msrb.org, or other such repository as designated by the County's continuing disclosure requirements set forth in the County's outstanding debt obligations, or coordinating such filings with a dissemination agent engaged by the County for such purpose.

Section 2. Issuance of Tax-Exempt Obligations. Upon the issuance of tax-exempt obligations by the County, the Finance Director shall (i) confirm with bond counsel the filing of the Form 8038 or Form 8038G with the Internal Revenue Service, and (ii) obtain and keep the transcript of proceedings prepared by bond counsel.

Section 3. Recordkeeping. The following records shall be maintained by the Finance Directors with respect to the issuance of County obligations:

- (i) Transcript of proceedings;
- (ii) Documentation evidencing the allocation and expenditure of the proceeds of the obligations;
- (iii) Documentation evidencing the use of facilities financed with tax-exempt proceeds;
- (iv) Documentation relating to arbitrage rebate compliance; and
- (v) Continuing annual disclosures.

Section 4. Arbitrage Rebate and Arbitrage Yield Restriction. Relating to the issuance and monitoring of outstanding tax-exempt obligations of the County, the Finance Director shall:

- (i) Engage the services of an arbitrage/rebate consultant for assistance in compliance with any arbitrage related issues;
- (ii) Work with bond counsel, financial advisor and/or arbitrage/rebate consultant to monitor compliance with "temporary period expenditures" for expenditure of warrant proceeds, typically three years for new money obligations, and provide for yield restriction of investments or "yield reduction payments" if exceptions are not satisfied;
- (iii) Work with bond counsel and/or financial advisor to ensure investments acquired with tax-exempt obligation proceeds are purchased at fair market value. This may include use of bidding procedures under the regulatory safe harbor (Section 1.148-5(d) of the Regulations);
- (iv) Consult with bond counsel prior to the creation of funds which would reasonably be expected to be used to pay debt service on tax-exempt obligations to determine in advance whether such funds must be invested at a restricted yield;
- (v) Consult with bond counsel and/or financial advisor before engaging in post-issuance credit enhancement transactions (e.g., bond insurance, letter of credit) or hedging transactions (e.g., interest rate swap, cap);
- (vi) Consult with bond counsel, financial advisor, and/or arbitrage/rebate consultant to identify situations in which compliance with applicable yield

restriction depends upon subsequent investments (e.g., purchase of 0% SLGS from U.S. Treasury) and monitor implementation; and

- (vii) Work with arbitrage/rebate consultant to arrange for timely computation of rebate/yield reduction payment liability and, if an amount is payable, for timely filing of Form 8038T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate (or applicable successor form), and payment of such liability. Rebate/Yield Reduction payments are ordinarily due at 5-year intervals.

Section 5 Private Use of Facilities. "Private Use" means the use of warrant-financed property in a trade or business by any person other than a 501(c)(3) or state or local government entity, or by a 501(c)(3) entity in an unrelated trade or business. Examples of Private Use include:

- (i) Leases of government property to non-government entities;
- (ii) Noncompliant management or service contracts;
- (iii) Transfer of ownership to a private user of warrant financed facilities; and
- (iv) Naming rights arrangements with a private user.

While it is not anticipated that there will be a Private Use issue with respect to the warrant-financed facilities, in the event that a question arises with regard to a specific proposed Private Use, the Finance Director shall consult bond counsel as to whether such use constitutes a Private Use with respect to the outstanding tax-exempt obligations of the County. The Finance Director shall keep records of private use, if any, of facilities of the County financed with tax-exempt obligations. Private use of such facilities shall be reviewed once a year. If a change in private use occurs, bond counsel will be consulted to determine if remedial action is necessary.

NOV 18 2019

10-1

NOV 18 2019

Dr. Z. Mami 11/8/19
Administrator Date

NOV 18 2019

[illegible]

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

NOV 18 2019

November 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Notice of Award to W.S. Newell & Sons, Inc., for Road Grading & Buildings at the Old Selma Road Park

On January 17, 2017, the Commission approved an Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding the Old Selma Road Park Project. On September 25, 2017, the Commission approved the Master Plan and Notice to Proceed regarding the Old Selma Road Park and Released Goodwyn, Mills & Cawood, Inc., to complete the final design based upon the Master Plan and Contract that has been executed, GMC Project No. CMGM170023. Attached is a copy of the Master Plan approved by the Commission.

Relative to the Master Plan, the Corps of Engineers has determined that the upper field parking lot is to be removed from the Master Plan because it is too close to the old house site and shed. In working with Goodwyn, Mills and Cawood, it has been determined to relocate the parking lot to the lower field. The Corps of Engineers has also determined that an area near the old family cemetery should not be disturbed.

Recently, the County Commission staff issued a bid for Old Selma Road Park - Roads, Grading and Buildings. Attached is a letter from Goodwyn, Mills and Cawood regarding the awarding of the bid and the recommendation for the County Commission to approve the Notice of Award to W.S. Newell & Sons, Inc., for Roads, Grading & Buildings at the Old Selma Road Park, Engineer's Project Number CMGM-170023(2), for the Contract price of \$2,279,053.57 (Total Base Bid, plus Additive Alternate No. 4).

I am requesting for the County Commission to approve the awarding of the bid and authorization of the Notice of Award to W.S. Newell & Sons, Inc., as recommended by Goodwyn, Mills and Cawood and to modify the Master Plan to comply with the Corps of Engineers' requirements. Attached is the modified Master Plan as required by the Corps of Engineers'.

DLM/tn

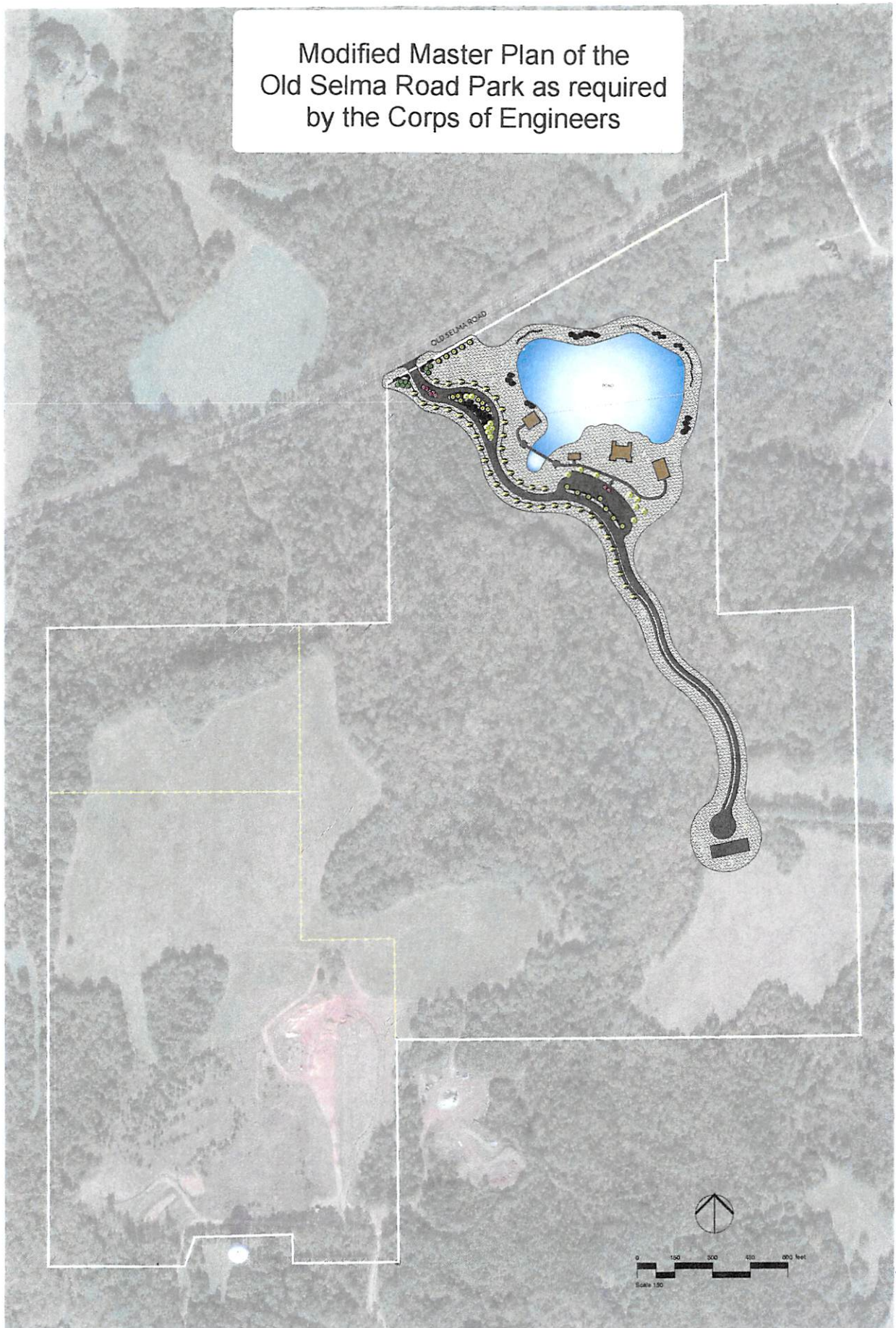
Attachments

A COUNTY OLDER THAN THE STATE

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

13-1

Modified Master Plan of the
Old Selma Road Park as required
by the Corps of Engineers



13-2

NOTICE OF AWARD

Date of Issuance:

Owner: Montgomery County Commission

Owner's Contract No.:

Engineer: Goodwyn, Mills & Cawood, Inc.

Engineer's Project No.: CMGM-170023(2)

Bidder: W. S. Newell & Sons, Inc.

Contract Name: Old Selma Road Park

Bidder's Address: PO Drawer 241327,
Montgomery, AL 36124

Roads, Grading & Buildings

TO BIDDER:

You are notified that Owner has accepted your Bid dated October 11, 2019 for the above Contract, and that you are the Successful Bidder and are awarded the Contract.

The Contract Price of the awarded Contract is: \$2,279,053.57 (Total Base Bid, plus Additive Alternate No. 4)

[3] unexecuted counterparts of the Agreement accompany this Notice of Award.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer [3] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: MONTGOMERY COUNTY COMMISSION

By: Elton N. Dean, Sr.

Title: Chairman

Contractor: W. S. NEWELL & SONS, INC.

By: Sam Newell

Title: President

EJCDC® C-510, Notice of Award.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

13-3



Goodwyn Mills Cawood

PO Box 242128
Montgomery, AL 36124

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

www.gmcnetwork.com

October 31, 2019

Mr. Elton N. Dean, Sr.
Chairman
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

RE: OLD SELMA ROAD PARK – ROADS, GRADING & BUILDINGS
FOR MONTGOMERY COUNTY COMMISSION
GMC PROJECT NO. CMGM-170023(2)

Dear Mr. Dean:

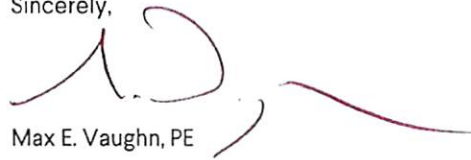
Goodwyn, Mills & Cawood, Inc. has reviewed the bids submitted on Friday, October 11, 2019 for the referenced project.

The lowest responsive bidder was W. S. Newell & Sons, Inc. from Montgomery, AL. This contractor is licensed and in good standing with the Alabama Licensing Board for General Contractors. Goodwyn, Mills & Cawood, Inc. recommends award of the contract to W. S. Newell, & Sons, Inc. in the amount of \$2,279,053.57 (Total Base Bid, plus Additive Alternate No. 4). We have enclosed a bid tabulation for your files.

If the award is made, please sign the three (3) copies of the Notice of Award and return all copies to our office as soon as possible for further processing.

Should you have any questions, please do not hesitate to call.

Sincerely,



Max E. Vaughn, PE

Enclosures

xc: Mr. Donnie Mims; Montgomery County Commission
Mrs. Florence Cauthen, Deputy Admin.; Montgomery County Commission
File CMGM170023(2) BD

13-4

Building Communities

GMC PROJECT NO. CMGM170023(2)

BID OPENING: FRIDAY, OCTOBER 11, 2019 @ 2:00 P.M.

Page 1 of 2

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Item No.	Unit	Description	W. S. Newell & Sons, Inc. Montgomery, AL Unit Price	Dubose Construction Co., LLC Mt. Meigs, AL Unit Price	Hutcheson Construction Co., Inc. Montgomery, AL Unit Price	David Bulger, Inc. Montgomery, AL Unit Price	Liberty Construction, LLC Montgomery, AL Unit Price
1	ACRE	Cleaning & Grubbing	\$ 1,950.00	\$ 4,000.00	\$ 3,850.00	\$ 1,300.00	\$ 8,900.00
2	CYIP	Unclassified Excavation	\$ 4.50	\$ 3.75	\$ 4.00	\$ 3.90	\$ 3.90
3	CYIP	Compacted Fill	\$ 4.00	\$ 1.00	\$ 0.60	\$ 0.25	\$ 16.00
4	TON	424A Bituminous Wearing Surface	\$ 115.00	\$ 99.00	\$ 121.00	\$ 95.00	\$ 100.00
5	TON	424B Bituminous Binder Layer	\$ 90.00	\$ 84.00	\$ 105.00	\$ 74.00	\$ 78.00
6	SY	232 Lime Stabilization, 12" Thick (85#/SY)	\$ 14.00	\$ 10.00	\$ 11.00	\$ 17.50	\$ 14.00
7	SY	825B Aggregate Base, 8" Thick	\$ 17.00	\$ 13.50	\$ 14.00	\$ 10.60	\$ 15.00
8	SY	4" Concrete Sidewalk	\$ 35.00	\$ 35.00	\$ 42.00	\$ 35.35	\$ 50.00
9	LF	Standard 24" Curb & Gutter	\$ 13.00	\$ 12.50	\$ 15.50	\$ 16.00	\$ 15.00
10	ACRE	Seeding & Mulching	\$ 900.00	\$ 1,200.00	\$ 1,925.00	\$ 1,900.00	\$ 2,300.00
11	LF	6" C900 Water Main	\$ 17.00	\$ 23.00	\$ 31.00	\$ 25.90	\$ 9.50
12	LF	6" Ductile Iron Water Main	\$ 30.00	\$ 35.00	\$ 49.50	\$ 45.00	\$ 22.00
13	LF	Jack & Bore w/ 10" Casing & Spacers	\$ 255.00	\$ 180.00	\$ 358.00	\$ 130.00	\$ 125.00
14	EA	Fire Hydrant Assembly	\$ 4,300.00	\$ 3,750.00	\$ 4,125.00	\$ 4,500.00	\$ 3,400.00
15	EA	Hose Bib w/ Isolation Valve	\$ 1,000.00	\$ 500.00	\$ 495.00	\$ 700.00	\$ 210.00
16	LF	1" PEX Pipe	\$ 12.50	\$ 6.00	\$ 13.25	\$ 14.00	\$ 13.00
17	LF	6' Chain Link Fence	\$ 12.50	\$ 15.40	\$ 170.00	\$ 12.00	\$ 12.00
18	LF	Silt Fence Type "A"	\$ 4.00	\$ 3.50	\$ 4.50	\$ 5.00	\$ 6.00
19	SY	Rip-Rap w/ Filter Fabric	\$ 47.00	\$ 45.00	\$ 49.50	\$ 49.00	\$ 78.00
20	SY	Filter Fabric	\$ 2.00	\$ 1.75	\$ 2.75	\$ 3.50	\$ 5.00

To the best of our knowledge, these bids are accurately tabulated and were accepted in accordance with applicable regulations.

Max E. Vaughn, PE, Alabama License No. 28763

13-6



Goodwyn Mills Coward

Montgomery County Commission

Montgomery County Commission

Montgomery County Commission

August 29, 2017

Mr. Donnie Mims
Montgomery County Commission
101 S Lawrence Street
P.O. Box 1667
Montgomery, AL 36102-1667

RE: Old Selma Road Park
GMC Project No. CMGM17-0023

Dear Mr. Mims:

The park projects master plan has been finalized and reviewed by the Commissioner's at a work session. The next logical step is to release GMC, Inc. to complete the final design based upon the master plan and contract that we presently have.

Please place the master plan and notice to proceed with design on the first possible Commission Meeting Agenda. We will provide copies of the master plan, cost estimates and executed contract to you for distribution before the meeting.

Sincerely,

David B Reed

Xc: CMGM17-0023

13-7



13-8

Total Budget

Clearing Package	\$	132,750.00
Roads, Grading and Buildings ALT #4	\$	2,279,053.57
Environmental/Mitigation	\$	290,773.75
Septic System	\$	20,000.00
Construction Materials Testing	\$	40,000.00
Value Engineering	\$	(12,577.32)

TOTAL **\$ 2,750,000.00**

WS Newell Value Engineering

Remove Storage Building	\$	(130,000.00)
Irrigation Well	\$	15,000.00
Upgrade Entrance Gate	\$	7,500.00
Signage	\$	15,000.00
Trail Clearing/Construction	\$	65,000.00
Demolish Building	\$	3,500.00
Contingency	\$	11,422.68

TOTAL **\$ (12,577.32)**

NOV 18 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II *TT*

DATE: October 29, 2019

RE: Invitation to Bid No. 52201-19B-023
Footwear

Request approval of award on the above referenced Invitation to Bid to the second lowest bidder, Gulf States Distributors in the amount of \$18,474.00 be placed on a future agenda. (Copy of spread sheet attached.)

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

•



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

To: Donald Mims, County Administrator

From: Derrick Cunningham, Sheriff 

Date: October 28, 2019

Re: Invitation to Bid: 52201-19B-023
Footwear

Please award law enforcement footwear bid to Gulf States Distributors. Gulf States Distributors "No Bid" on three items, however, we are currently experiencing numerous problems with Galls, LLC with our uniform contract and in the past with the footwear contract. Galls, LLC proposal is for all the items listed per the invitation to bid, however, these are some of the problems we are currently experiencing with their company; double billing, confusing our agency with other agencies, items not being in stock, and items being ordered are incorrect more than once.

If I can be of further assistance, please contact me.

DC/ms

Attachment

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

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysheriff.com

14-2



Montgomery County Sheriff's Office Administrative Division



To: Captain W. Richerson

From: Lt. K. Harbin

Subject: Galls

Date: October 15, 2019

Since 2017, I have attempted to conduct business with Galls/Azar several times based upon contract we have in place with them. I first experienced issues with both bulk buying uniform and with previously ordered uniforms. Galls was unable to provide us with large orders of uniforms. They were also unable to provide us with uniforms that had been ordered up to six months prior. This also occurred with attempting to get both Motor Boots and the Boots for Chief Murphy both of which were on contract with Galls. After six months of waiting for Motor Boots, the contract expired, and they were purchased from another vendor. The boots order for Chief Murphy were ordered incorrectly three times and eventually had to be ordered from another vendor at a higher price.

We still order our 511 tactical pants from Galls. This too has its own problems. They often do not have correct sizes or the correct type of pants that we have on contract. Recently, the store does not seem to store a wide selection of item and the pants always must be ordered. This can take several weeks to complete the orders. Lastly, billing has always been a problem. They have in past double billed us for items that were already paid. They have confused our agency with the jail and with other agency that are not related to us in any fashion. Galls has constantly and consistently failed to provide us products that we have on contract with them to provide.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS: 28 BIDS MAILED													
INVITATION TO BID NO: 52201-19B-023													
DATE ISSUED: September 9, 2019													
DATE OPENED: September 30, 2019													
REQUESTING DEPARTMENT: Montgomery County Sheriff's Office													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	5.11 ATAC 8" Slide Zip Boot, Black	Ea	20	\$70.00	\$ 1,400.00	\$79.75	\$1,595.00						
	Style 12001												
2	Under Armour Steel Toe Work Shoe, Black	Ea	20	\$84.00	\$ 1,680.00	\$89.00	\$1,780.00						
	Style 1257847												
3	Rocky Alpha Force Side Zio Waterproof Boot	Ea	20	\$70.50	\$ 1,410.00	\$76.00	\$1,520.00						
	Style FQ0002173												
4	Rocky Fort Hood 8" Zipper Waterproof Duty Boot	Ea	20	\$74.00	\$ 1,480.00	\$74.00	\$1,480.00						
	Style FQ002149												
5	Rocky High Gloss Dress Leather Oxford Shoe	Ea	20	\$59.00	\$ 1,180.00	\$59.00	\$1,180.00						
	Style FQ00510-8												
6	Bates Lites Black Oxford High Gloss Shoe	Ea	20	\$88.00	\$ 1,760.00	\$96.00	\$1,920.00						
	Style E00942												
7	Thorogood Steel Toe Work Shoe	Ea	20	\$105.00	\$ 2,100.00	\$125.00	\$2,500.00						
	Style 804-6905												
8	Under Armour Mirage Shoes, Black	Ea	20	\$55.00	\$ 1,100.00	\$64.00	\$1,280.00						
	Style 1201539												
9	Justin Wellington Boot, Black	Ea	2	\$147.00	\$ 294.00		NO BID						
	Style 3040												

Notes:

Gulf States No Bid Items 9,10,12
and quoted a substitute for Items 1,2, 8

14.4

November 18, 2019 - Minutes of Regular Meeting
Montgomery County Commission

90

14-5

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 17th day of December, 2019, between Gulf States Distributors, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Gulf States Distributors owns and operates a business and agrees to furnish footwear for Montgomery County Sheriff's Office. Items 1,2,3,4,5,6,7,8,11,13,14, 15 of the bid, in accordance with all provisions and specifications of Invitation to Bid No.52201-19B-023, as issued by the Montgomery County Commission on September 9, 2019 (hereinafter referred to as the Invitation to Bid, a copy of which is attached hereto).

WHEREAS, In Consideration thereof, Gulf States Distributors and Montgomery County Commission agree as follows:

1. That all terms, conditions, and specifications of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning December 17, 2019 and ending December 16, 2020 with the option to renew for an additional two (2) years, in one (1) year periods. That the prices stipulated in the bid by Gulf States Distributors shall remain firm for the one (1) year period.

At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.

3. That Gulf States Distributors shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
4. That Montgomery County Commission or Gulf States Distributors may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Gulf States Distributors agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Gulf States Distributors, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees,

agents and officers. Gulf States Distributors agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Gulf States Distributors also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 17th day of December, 2019.

WITNESS:

GULF STATES DISTRIBUTORS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer *LD*

DATE: October 30, 2019

RE: Invitation to Bid No. 52200-19B-029
Detention Mattresses

Request approval of award on the above referenced Invitation to Bid to ICS Jail Supplies, Inc. based on unit pricing in the amount of \$2,548.50, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Colonel Sonja Pritchett, Detention Facility.

Attachment

•

15-2

Notes: ICS Jail Supplies and Bob Barker Company quoted an alternative mattress. Specifications are included in bid.

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 2nd day of December 2019, between ICS Jail Supplies, Inc. of Waco, Texas and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, ICS Jail Supplies, Inc. owns and operates a business and agrees to furnish Detention Mattresses for Montgomery County Commission, Detention Facility , as needed, in accordance with all provisions of Invitation to Bid No. 52200-19B-029, as issued by the Montgomery County Commission on September 5, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, ICS Jail Supplies, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning December 2, 2019 and ending December 1, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Montgomery County Commission or ICS Jail Supplies, Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That ICS Jail Supplies, Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That ICS Jail Supplies, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of ICS Jail Supplies, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees,

agents and officers. ICS Jail Supplies, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. ICS Jail Supplies, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 2nd day of December 2019.

WITNESS:

ICS JAIL SUPPLIES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

NOV 18 2019

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer 

DATE: October 31, 2019

RE: Invitation to Bid No. 51901-19B-035
Staff Uniforms

Request approval of award on the above referenced Invitation to Bid to Logo Branders based on unit pricing in the amount of \$22,256.25, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Lamar Allen, General Service Director of Support Service.

Attachment

ABSTRACT FOR BIDS:						
INVITATION TO BID NO: 51901-198-035						
DATE ISSUED: September 30, 2019						
DATE OPENED: October 21, 2019						
REQUESTING DEPARTMENT: Support Service						
TERMS OF PAYMENT / DISCOUNT:						
DELIVERY DATE:						
BID # 1	BID # 2	BID # 3	BID # 4	BID # 5		
Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobranders.com Minority Vendor Yes No X	Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No X	Galls, LLC 1340 Russell Cave Road Lexington, KY 40505 smeltzer-Amelia@galls.com Minority Vendor Yes No X	Gulf States Distributors 6000 East Shirley Lane Montgomery, AL 36117 conrad@gulfstatesdist.com Minority Vendor Yes No X	Walter Craig, LLC 1201 North Eastern Blvd. Montgomery, AL 36117 loddwilson@waltercraig.com Minority Vendor Yes No X		
UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
Model No. 363807 or Approved Equal						
Men's Nike Dri-FIT Micro Pique Polo Short						
Sleeve Shirt						
Size: S - XL	\$24.50 \$612.50	\$30.99 \$774.75	\$30.75 \$768.75			
Size: 2XL - 4XL	\$27.50 \$687.50	\$30.99 \$774.75	\$32.50 \$812.50			
Model No. 354067 or Approved Equal						
Ladies Nike Dri-FIT Micro Pique Polo Short						
Sleeve Shirt						
Size: XS - XL	\$24.50 \$612.50	\$30.99 \$774.75	\$38.50 \$962.50			
Size: 2XL	\$27.50 \$687.50	\$30.99 \$774.75	\$38.50 \$962.50			
Model No. 1261172 or Approved Equal						
Men's Under Armour Corp Performance Polo						
Short Sleeve Shirt						
Size: S - XL	\$29.30 \$732.50	\$45.99 \$1,149.75	\$31.50 \$787.50			
Size: 2XL - 4XL	\$33.75 \$843.75	\$45.99 \$1,149.75	\$31.50 \$787.50			

16-2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-19B-035				Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobrander.com Minority Vendor Yes No ☒		Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No ☒		Galls, LLC 1340 Russell Cave Road Lexington, KY 40505 smeltzer-Amelia@galls.com Minority Vendor Yes No ☒		Gulf States Distributors 6000 East Shirley Lane Montgomery, AL 36117 conrad@gulfstatesdist.com Minority Vendor Yes No ☒		Waller Craig, LLC 1201 North Eastern Blvd. Montgomery, AL 36117 todd.wilson@wallercraig.com Minority Vendor Yes No ☒	
DATE ISSUED: September 30, 2019													
DATE OPENED: October 21, 2019													
REQUESTING DEPARTMENT: Support Service													
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
4	Model No. 1261606 or Approved Equal												
	Ladies Under Armour Corp. Performance Polo Short Sleeve Shirt												
	Size: XS - XL	ea.	25	\$29.30	\$732.50	\$45.99	\$1,149.75	\$31.50	\$787.50				
	Size: 2XL	ea.	25	\$33.75	\$843.75	\$45.99	\$1,149.75	\$31.50	\$787.50				
5	Model No. 2300 or Approved Equal												
	Adult Gildan Ultra Cotton T-Shirt w/Pocket Short Sleeve												
	Size: S - XL	ea.	25	\$6.30	\$157.50	\$7.99	\$199.75	\$7.50	\$187.50				
	Size: 2XL - 5XL	ea.	25	\$8.90	\$222.50	\$9.99	\$249.75	\$10.50	\$262.50				
6	Model No. 2410 or Approved Equal												
	Adult Gildan Ultra Cotton T-Shirt w/Pocket Long Sleeve												
	Size: S-XL	ea.	25	\$8.50	\$212.50	\$8.99	\$224.75	\$10.00	\$250.00				
	Size: 2XL - 5XL	ea.	25	\$10.50	\$262.50	\$10.99	\$274.75	\$11.75	\$293.75				
7	Model No. CTB13 or Approved Equal												
	Men's Carhartt Loose-Fit Work Dungaree	ea.	25	\$34.25	\$856.25	\$36.99	\$924.75	\$33.25	\$831.25				

Notes:

16-3

[illegible] $16-4$

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-19B-035				Logo Branders 1161 Lagoon Business Loop Montgomery, AL 36117 nickole@logobrander.com Minority Vendor Yes No ☒		Cintas 2765 Gunter Park Dr. West Montgomery, AL 36109 ph. 334-260-2880 Minority Vendor Yes No ☒		Galls, LLC 1340 Russell Cave Road Lexington, KY 40505 smeltzer-Amelia@galls.com Minority Vendor Yes No ☒		Gulf States Distributors 6000 East Shirley Lane Montgomery, AL 36117 conrad@gulfstatesdist.com Minority Vendor Yes No ☒		Walter Craig, LLC 1201 North Eastern Blvd. Montgomery, AL 36117 loddwilson@waltercraig.com Minority Vendor Yes No ☒	
DATE ISSUED: September 30, 2019													
DATE OPENED: October 21, 2019													
REQUESTING DEPARTMENT: Support Service													
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
13	Model No. 000390 or Approved Equal												
	Women's Susan Fit Female Work Pants												
	Size: 0-16	ea.	25	\$19.99	\$499.75	\$19.99	\$499.75	\$20.00	\$500.00				
	Size: 18 - 36	ea.	25	\$23.60	\$590.00	\$19.99	\$499.75	\$20.00	\$500.00				
14	Model No. FP219 or Approved Equal												
	Port Authority Value Fleece Vest												
	Size: XS - XL	ea.	10	\$17.70	\$177.00	\$17.99	\$179.90	\$18.50	\$185.00				
	Size 2XL - 6XL	ea.	10	\$19.60	\$196.00	\$22.99	\$229.90	\$20.00	\$200.00				
15	Model No. CTSJ140 or Approved Equal												
	Carhartt Quilted-Flannel-Lined Duck Active Jacket												
	Size: S- XL	ea.	25	\$84.25	\$2,106.25	\$90.00	\$2,250.00	\$88.00	\$2,200.00				
	Size: 2XL - 4XL	ea.	25	\$92.25	\$2,306.25	\$99.99	\$2,499.75	\$95.50	\$2,387.50				
16	Model No. CTTSJ140 or Approved Equal												
	Carhartt Quilted-Flannel-Lined Duck Active Jacket												
	Size: LT - XLT	ea.	25	\$92.25	\$2,306.25	\$99.99	\$2,499.75	\$95.50	\$2,387.50				
	Size: 3XLT - 4XLT	ea.	25	\$92.25	\$2,306.25	\$99.99	\$2,499.75	\$95.50	\$2,387.50				

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
INVITATION TO BID NO: 51901-19B-035													
DATE ISSUED: September 30, 2019													
DATE OPENED: October 21, 2019													
REQUESTING DEPARTMENT: Support Service													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
17	Optional Embroidery of Montgomery County Commission Emblem on Left Chest	ea.	25	\$6.95	\$173.75	\$8.50	\$212.50	\$13.75	\$343.75				
	Approx. 3.02" x 2.71"												
18	Optional Embroidery of name on Right Chest	ea.	25	\$1.60	\$40.00	\$6.50	\$162.50	\$3.50	\$87.50				
19	Optional Screen Printing of Montgomery County Commission Emblem	ea.	25	\$1.35	\$33.75	\$8.50	\$212.50						
	Front Pocket Approx. 3 1/2" W x 3"L												
	Back Center Approx. 11 1/2" W x 11L												
	Total Cost of Items 1 - 16				\$22,008.75		\$24,288.95		\$22,690.00				
	Total Cost of Items 1 - 19				\$22,256.25		\$24,876.45		\$23,121.25				
	55 Bids Emailed												

Notes:

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CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 2nd day of December 2019, between Logo Branders of Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Logo Branders owns and operates a business and agrees to furnish Staff Uniforms for Montgomery County Commission Support Service Personnel, as needed, in accordance with all provisions of Invitation to Bid No. 51901-19B-035, as issued by the Montgomery County Commission on September 30, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Logo Branders and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning December 2, 2019 and ending December 1, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year.
4. That Montgomery County Commission or Logo Branders may terminate this agreement at any time during the contract period by giving a thirty (30) day written notice to the other party.
5. That Logo Branders shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Logo Branders agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Logo Branders, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Logo

Branders agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Logo Branders also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 2nd day of December 2019.

WITNESS:

LOGO BRANDERS

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 7

AGENDA

NOV 18 2019

DEPARTMENT: County Commission Appropriations REQUESTED BY: Donald L. Mims 11/04/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 11/07/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
VOCAL	001-55200.425	5,000	5,000	10,000
In House Misc. Appropriations	001-59310.498	71,875	(5,000)	66,875
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 76,875	\$ 0	\$ 76,875

JUSTIFICATION: To budget for funding to VOCAL for program services.

17-1

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 8

AGENDA

NOV 18 2019

DEPARTMENT:

County Commission Appropriations

REQUESTED BY: Donald L. Mims 11/04/19
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 11/13/19
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo

Agenda

☐
☒

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Sheriff's Fund	001-62100.62749	0	5,000	5,000
In House Misc. Appropriations	001-59310.498	66,875	(5,000)	61,875
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 66,875	\$ 0	\$ 66,875

JUSTIFICATION: To budget for funding to the Sheriff for program expense in connection with the 2019 Camellia Bowl.

17-2

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 1

AGENDA

NOV 18 2019

DEPARTMENT: Tax & Audit REQUESTED BY: Terri Henderson 11/08/19
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 11/12/19
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Refund Prior Year Revenue	001-51800-335	0	3,077	3,077
Contract Services	001-51800-304	187,836	(3,077)	184,759
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 187,836	\$ 0	\$ 187,836

JUSTIFICATION: Transfer \$3,077 from Contract Services for General Fund portion of sales and use tax refunds to taxpayers.

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

NOV 18 2019

November 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Hire Assistant Tag & License Supervisor

The Montgomery County Commission, at its meeting on November 4, 2019, agreed to place on the next agenda an authorization to hire an Assistant Tag & License Supervisor at Pay Grade A05, Step 10 (\$42,584 per year), subject to approval by City/County Personnel Board.

I am requesting approval of this item.

DLM/tn

A COUNTY OLDER THAN THE STATE

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

19-1

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



MEMORANDUM

AGENDA

NOV 18 2019

TO: Elton Dean, Chair, Montgomery County Commission
Rhonda Walker, Vice Chair
Dan Harris
Isaiah Sankey
Doug Singleton

FROM: Janet Y. Buskey
Revenue Commissioner

DATE: October 2, 2019

SUBJECT: Reclassification of Administrative Support Specialist to Assistant Branch Supervisor

As discussed in our FY 2020 budget hearing, we requested that Personnel review the position of Administrative Support Specialist in our office, because the job description did not fit the needs of our office. Personnel reviewed the duties of those who held the position and researched other counties. Upon review, personnel recommended the creation of a new classification between Customer Service Clerk and the Revenue Branch Supervisor.

I am asking the Commission to consider with Personnel's recommendation that you approve the creation of an Assistant Branch Supervisor with a Pay Grade of A05 (\$32,318 - \$48,286) and reclassification of our Administrative Support Specialists (A04 \$28,765 - 42,978) to that position. They are currently working in this capacity now.

We currently have 5 positions with the classification of Administrative Support Specialists. One of these positions is vacant. We would request with your approval that we abolish this position, as it would not be needed considering we only have 4 Revenue branch offices.

I appreciate your consideration and approval in this matter. If you have any questions, please let me know.

JYB/ah

Enclosures

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

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

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

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

26-1

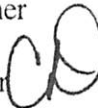
PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
JAMES WILLIAMS



CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: Janet Buskey, Revenue Commissioner
THROUGH: Carmen Douglas, Personnel Director 
FROM: Mark Willis, Senior Personnel Analyst
DATE: October 23, 2019
SUBJECT: Revenue Department Review

Per your request, a department study was completed for the Revenue Department.

After completing the study, our recommendation is to create a new classification entitled Assistant Revenue Branch Supervisor at paygrade A05 (\$32,318 - \$48,286). This classification will serve as the lead worker, and the supervisor in the absence of the Revenue Branch Supervisor.

An Equal Opportunity Employer
www.montgomerypersonnel.com

20-2

ASSISTANT REVENUE BRANCH SUPERVISOR

FLSA: Non-Exempt
Pay Grade: A05

#0105
10/21/2019

NATURE OF WORK: The fundamental reason this classification exists is to assist the Revenue Branch Supervisor in a variety of functions and complete tasks related to the collection of ad valorem tax. The essential functions are: performs administrative duties; maintains inventory of manufactured home decals, supplies and records; performs customer functions; supervises two or more full-time employees and verifies accuracy of tax forms. Employees report to the Revenue Branch Supervisor.

WORK RESPONSIBILITIES:

Performs administrative duties using the computer, printer, calculator, logs and ledgers following state laws governing revenue operations and Revenue Department Policies and Procedures Manual in order to ensure smooth and continued operations of the Office.

Maintains inventory of manufactured home decals, supplies and records using log book, tax receipts, control number listing, and computer following state revenue laws and Revenue Department Policies and Procedures Manual in order to ensure accuracy of inventory for auditing purposes.

Provides customer service functions using computer, calculator, telephone, Code of Alabama and notary seal following Revenue Department's policies and procedures and state laws in order to appease customers, provide information to the public and outside agencies, and to maintain a positive image for the Revenue office.

Performs supervisory duties of employees engaged in the collection of ad valorem taxes using the sign in/out sheets and leave register following Montgomery City/County Rules and Regulations and County Employee's Handbook in order to ensure the workload is fairly distributed and completed in a timely manner.

Verifies accuracy of tax forms daily, to include tax, fees, interest and data collected using daily receipt printouts, calculator, receipts, checks, daily money sheet and balance sheet log, in order to ensure accurate collection of tax, fees, and interest, and maintain necessary documentation for audit purposes.

KNOWLEDGE, SKILLS, AND ABILITIES: Knowledge of basic accounting principles to include debits, credits, and balance sheets as needed to complete daily and monthly audits, balance money against printed figures, and break down interest charges monthly.

Knowledge of County Employee Handbook to include leave, insurance, retirement, workers' compensation, and Family Medical Leave Act as needed to supervise clerks and ensure compliance of self.

Knowledge of progressive discipline procedures found in Montgomery City-County

20-3

Rules and Regulation to include discipline steps, necessary documentation, and notification procedures as needed to supervise clerks.

Knowledge of revenue line operations to include tax computations, amount due, manual computation of fees and interest, calculating taxes due, appropriate documentation required from customer, and appropriate affidavits to give to the customer, when needed to fill in for clerks and supervise clerks.

Knowledge of manufactured homes to include researching the paper work, verifying that sales tax has been paid, and determining if citations have been issued as needed to compute taxes due.

Knowledge of bankruptcy laws, to include, when taxes can be collected or cease to collect as needed to assist in the research and filing of bankruptcy paper for collection of revenue.

Knowledge of filing system to include alphabetical and chronological as needed to organize and maintain office records.

Ability to communicate verbally to include breaking down technical information, logical ordering of information, and being clear and concise as needed to explain the Code of Alabama and other laws, regulations, and procedures to employees, the public, and other interested parties; resolve conflicts, obtain information; and ensure smooth operation of office.

Ability to communicate in writing to include correct grammar, spelling punctuation, clarity, conciseness, paragraph structure/organization as needed to write letters, memos and create form letters.

Ability to perform mathematical computations to include percentages, addition, subtraction, multiplication, and division of whole numbers, fractions and decimals as needed to count money, balance cash drawers and monthly report, calculate interest charges, compute fees, and break down interest chargers monthly.

Ability to read at a level to comprehend complex text such as Code of Alabama, Revenue Handbook, new state laws and procedures, bankruptcy laws as needed to ensure compliance with laws and procedures, provide information to others, identify fees for different situations, and ensure correct fee is charged.

Ability to operate standard office equipment such as copier, printers, and fax machines to include troubleshooting problems such as paper jams and determining when to request service on equipment, loading material into equipment such as paper and toner and capabilities/limitations as needed to determine the severity of equipment problems, to fix minor problems and to notify the department head for any major repairs or service needed.

Ability to operate a personal computer or computer terminal to include keyboard layout, function keys, password, sign in/off procedures, how to access mainframe, and menus as needed to create, save, retrieve, organize and delete files, documents and data.

Ability to use computer applications such as Access, Excel (accounting program), and Word as needed to compose letters and memos.

Ability to interpret appraisal and assessment computer menus to include homestead exemption, over age exemption, appraised value, and amount of taxes dues as needed to answer taxpayer's questions.

Ability to use and operate the barcode machine as needed to process payments and return mail.

Ability to establish and maintain effective working relationships with employees and

public.

Ability to interact with others to include listening, hearing both sides without judging, using a calm and neutral tone of voice, being firm and courteous, being patient and tactful, and recognizing when to dispense with the discussion and cool off as needed to resolve conflicts, provide/gather information, assign work duties, coordinate with other supervisors and offices, and conduct performance counseling.

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

Ability to work independently with little supervision to include time management and prioritization as needed to meet deadlines, troubleshoot problems, and locate errors.

Ability to continue working on a task for long periods of time without getting discouraged as needed to meet deadlines and balance cash drawers and daily reports.

Ability to attend to details to include persistence, recognizing discrepancies, and isolating individual errors as needed to balance cash drawers and monthly report.

Ability to plan and organize work for office and staff to include time management, prioritizing, measuring work load levels, and ensuring adequate staff levels as needed to supervise employees.

Ability to research and reference information in Code of Alabama, Revenue Handbook and other legal documents as needed to provide information, answer questions, and identify procedures in special situations.

Ability to monitor inter office cash drawers and safe security to include verifying all drawers maintain a two hundred-dollar base as needed to maintain accuracy of cash on hand.

Ability to prepare daily cash drawer records and submits to Chief Clerk financial records and reports.

Ability to manage bookkeeping and balancing functions to ensure operational efficiency and maximum effectiveness as expected by the Examiners of Public Accounts.

SPECIAL REQUIREMENTS: Willingness to work overtime and to travel out of the county to attend classes, training seminars, workshops and etc.

MINIMUM QUALIFICATIONS: High school diploma or GED and two years of experience in the collection of ad valorem taxes.

APPROVALS:	
Supervisor	Date
Division Head	Date
<i>Allyson Holland</i>	<i>10-23-19</i>
Department Head	Date
<i>Joan Y. Bentley</i>	<i>10-23-19</i>
Appointing Authority	Date

Z:\STAFF FOLDERS\Kaila\County\Active\0120 Revenue Branch Supervisor 12-31-2015\0120 Revenue Branch Supervisor 1-2016.doc

NOV 18 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419021(replace L. Dunklin)
 Pay Grade PCT Pay Range \$31.299
 Proposed Effective Date December 2, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 11/01/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/01/2019

Sherrill Thomas

Finance Director

Date 11/04/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

NOV 18 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419026(Replace C. Crawford)
 Pay Grade PCT Pay Range \$31,299
 Proposed Effective Date December 2, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cuningham

Department Head

Date 11/01/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/01/2019

Sherrill Thomas

Finance Director

Date 11/04/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV 18 2019

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419138 (replace V. Washington)
Pay Grade PCT Pay Range \$31,299
Proposed Effective Date December 2, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cuningham

Department Head

Date 11/01/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/01/2019

Sherrill Thomas

Finance Director

Date 11/04/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date

NOV 18 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419142 (replace B. Hawthorne)
 Pay Grade PCT Pay Range \$ 31, 299
 Proposed Effective Date December 2, 2019
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 11/01/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/01/2019

Sherrill Thomas

Finance Director

Date 11/04/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV 18 2019

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

POSITION INFORMATION:

Position Title Corrections Officer Trainee
Position Number 500419149(replace A. Adamson)
Pay Grade PCT Pay Range \$31,299
Proposed Effective Date December 2, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cuningham

Department Head

Date 11/01/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/01/2019

Sherrill Thomas

Finance Director

Date 11/04/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date

NOV 18 2019

POSITION FILL REQUEST- BUDGETED VACANCY

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

POSITION INFORMATION:

Position Title Corrections Officer Corporal
 Position Number 500425047 (Replace J Robinson)
 Pay Grade PC2 Pay Range \$35,097-\$52,440
 Proposed Effective Date December 2, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 11/08/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/08/2019

Sherrill Thomas

Finance Director

Date 11/08/2019

ADMINISTRATIVE APPROVAL:

 County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV 18 2019

DEPARTMENT: Finance
DEPARTMENT HEAD: Sherrill Thomas, Finance Director
SUPERVISOR: Lisa Herring, Payroll & Benefits Manager

POSITION INFORMATION:

Position Title Payroll & Benefits Assistant
Position Number 210112001
Pay Grade A04 Pay Range \$28,765 - \$42,978
Proposed Effective Date December 2, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Sherrill Thomas Date 11/12/2019
Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 11/12/2019
Employee Benefit Manager

Sherrill Thomas Date 11/13/2019
Finance Director

ADMINISTRATIVE APPROVAL:

County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV 18 2019

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

POSITION INFORMATION:

Position Title Deputy Sheriff Trainee
Position Number 550430078 (Replace W Glover)
Pay Grade PST Pay Range \$38,236
Proposed Effective Date December 2, 2019
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham

Department Head

Date 11/08/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring

Employee Benefit Manager

Date 11/08/2019

Sherrill Thomas

Finance Director

Date 11/12/2019

ADMINISTRATIVE APPROVAL:

County Administrator

Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

AGENDA

NOV 18 2019

DEPARTMENT: Youth Facility Detention
 DEPARTMENT HEAD: Brandi K. Alexander
 SUPERVISOR: Patricia Boyd

POSITION INFORMATION:

Position Title Juvenile Detention Supervisor
 Position Number 900302059
 Pay Grade PC4 Pay Range 45,842-68,493
 Proposed Effective Date December 2, 2019
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Brandi K. Alexander
 Department Head Date 11/13/2019

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring
 Employee Benefit Manager Date 11/13/2019

Sherrill Thomas
 Finance Director Date 11/13/2019

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 5

AGENDA

NOV 18 2019

Date: November 5, 2019
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Louisville, MS
Departure Date: January 6, 2020 Return Date: January 16, 2020
Conference Leave (Days / Hours): 9 Days
Purpose of Travel: attend annual DARE Officer Training

Traveler (s) Name: 1. Kofee Anderson 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: Montgomery Co. Sheriff's Office Fund Name: 001-52110.265

Additional Comments: ****only possible expenses that need to be reimbursed
will be for fuel since K. Anderson is taking his DARE vehicle****
All other expenses paid by DARE

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

The above request is app. 11/18/19 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>\$40,000.00</u>
Approved Requests:	<u>\$11,845.00</u>
Budget Available:	<u>\$28,155.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$28,055.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/5/2019

cc: Finance Director / Buyer

25-1

Montgomery County Commission
Travel / Training Request Approval
Request # 3

AGENDA

NOV 18 2019

Date: November 5, 2019
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Birmingham, AL
Departure Date: January 29, 2020 Return Date: January 29, 2020
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend the UAB Government and Non-Profit Career Fair 2020

Traveler (s) Name: 1. Monica Hill 4. _____
2. Henry Jackson 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: Personnel Fund Name: Merit System

Additional Comments: _____

To: Carmen Douglas, Personnel Director

From: Donald L. Mims, Administrator

The above request is app. 11/18/19 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>123-51961.265</u>	(ex: 000-00000-000)
Description:	<u>Registration and Training</u>	
Current Budget:	<u>\$22,000.00</u>	
Approved Requests:	<u>\$2,897.04</u>	
Budget Available:	<u>\$19,102.96</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$19,102.96</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/12/2019

cc: Finance Director / Buyer

25-2

AGENDA

NOV 18 2019



DERRICK CUNNINGHAM *SHERIFF OF MONTGOMERY COUNTY*

Kevin J. Murphy
CHIEF DEPUTY

November 13, 2019

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Equitable Sharing Agreement and Certification

Please find enclosed the Equitable Sharing Agreement and Certification for Chairman Dean's signature. This matter is time sensitive as it needs to be completed by November 30th; for this reason, will you please waive the rules and include this matter on the next agenda?

If you need anything further, please do not hesitate to contact me.

DC/crv

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

www.MontgomerySheriff.com

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL0030000
Agency Name: Montgomery County Sheriff Office
Mailing Address: 115 South Perry Street
Optional
Montgomery, AL 36104

Type: Sheriff's Office

Agency Finance Contact

Name: Pollard, Randy
Phone: 3348322504
Email: randypollard@mc-ala.org

Jurisdiction Finance Contact

Name: Pollard, Randy
Phone: 3348322504
Email: randypollard@mc-ala.org

ESAC Preparer

Name: Pollard, Randy
Phone: 3348322504
Email: randypollard@mc-ala.org

FY End Date: 09/30/2019

Agency FY 2020 Budget: \$15,538,574.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$93,140.79	\$8,968.10
2	Equitable Sharing Funds Received	\$8,440.49	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$0.00	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 1-5)	\$101,581.28	\$8,968.10
7	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$101,581.28	\$8,968.10

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j	Matching Grants	\$0.00	\$0.00
k	Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l	Support of Community-Based Programs	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
n	Salaries	\$0.00	\$0.00
Total		\$0.00	\$0.00

Date Printed: 11/13/2019

26-2

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES ☐ NO ☒

Prior year Single Audit Number Assigned by Harvester Database: 24558820171

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ Yes ☒ No

Agency Head

Name: Cunningham, Derrick

Title: Sheriff of Montgomery County

Email: DerrickCunningham@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Dean, Elton N.

Title: Chairman, Montgomery County

Email: eltondean@mc-ala.org

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Elton N. Dean, Sr.
CHAIRMAN

Ronda M. Walker
VICE CHAIRMAN

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton



Donald L. Mims, CPA, MPA
ADMINISTRATOR

Florence M. Cauthen
DEPUTY ADMINISTRATOR

AGENDA

NOV 18 2019

November 14, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Request from City of Montgomery to Purchase Furniture in the Probate Judge's Office

Attached is a letter from Mayor Steven Reed requesting for the City of Montgomery to purchase the desk and credenza in the Probate Judge's Office. In his letter he states, "*I am proposing that the City pays the original price when the furniture was acquired*".

Attached is a letter from County Attorney Tyrone C. Means which states, "*The legal question is whether the county is authorized to transfer Montgomery County property to the City of Montgomery. The County Commission has the authority and the discretion to direct, control and maintain the property of the county, as it may deem expedient. See Code of Alabama § 11-3-1. This power includes the disposition of property. See Code of Alabama § 11-4-2. Therefore, I believe the county commission has the authority to give county property such as the subject furniture to the city (another governmental entity) as it may deem appropriate in its discretion.*"

Based upon County Attorney Means' opinion, I request that the Commission approve the sale of the desk and credenza to the City of Montgomery for the same amount as was paid when the furniture was purchase in 2015.

DLM/tn

Attachments

A COUNTY OLDER THAN THE STATE

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



STEVEN REED

MAYOR

MONTGOMERY, ALABAMA

November 14, 2019

Elton N. Dean, Sr., Chairman,
Montgomery County Commission
Post Office Box 1667
Montgomery, AL 36102

Dear Chairman Dean:

I am requesting for the City of Montgomery to purchase the desk and credenza in the Probate Judge's office. I am proposing that the City pays the original price when the furniture was acquired. I appreciate your consideration regarding this matter.

I look forward to hearing from you.

Sincerely,

Steven L. Reed
Mayor, City of Montgomery

Office of the Mayor • Post Office Box 1111 • Montgomery, Alabama 36101-1111
Office: 334.625.2000 • Fax: 334.625.2600

MEANS GILLIS LAW, P.C.

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

Post Office Box 5058
60 Commerce Street, Suite 200 · Montgomery, Alabama 36104-3530
TEL: (334) 270-1033 · FAX: (334) 260-9396
WWW.MEANSGILLISLAW.COM

November 11, 2019

H. LEWIS GILLIS¹
TYRONE C. MEANS^{1,2,3}
KRISTEN J. GILLIS¹

ADMITTED
¹ ALABAMA
² GEORGIA
³ KANSAS

VIA E-MAIL

Donnie Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama

Re: *Disposition of County Property to the City of Montgomery*

Dear Donnie:

This correspondence comes in reply to your request for a legal opinion regarding the propriety of disposing and transferring county office furniture of the probate judge to the City of Montgomery for use by Mayor-elect, Steven Reed. Probate Judge Reed has specifically requested that the county transfer "my desk, matching credenza and desktop computer from probate judge's office located in Annex 3, third floor, to the mayor's office at City Hall, Room 206."

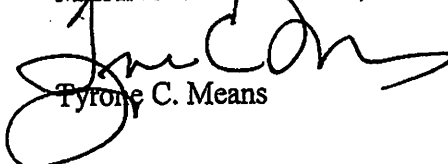
I was additionally asked whether such a transaction has taken place before. I was unable to locate an example of a similar transaction where there was a lack of some financial consideration. However, there a number of examples where Sheriff Department vehicles are sold to other law enforcement agencies for minimal consideration.

The legal question is whether the county is authorized to transfer Montgomery County property to the City of Montgomery. The County Commission has the authority and the discretion to direct, control and maintain the property of the county, as it may deem expedient. See Code of Alabama § 11-3-1. This power includes the disposition of property. See Code of Alabama § 11-4-2.

Therefore, I believe the county commission has the authority to give county property such as the subject furniture to the city (another governmental entity) as it may deem appropriate in its discretion.

Sincerely,

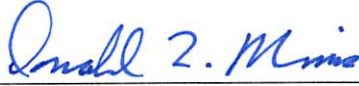
MEANS GILLIS LAW, P.C.



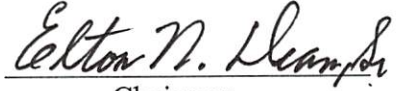
Tyrone C. Means

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 2, 2019, at 8:00 in the morning.



Administrator



Chairman