

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

SEPTEMBER 16, 2013

AGENDA

INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce Howell
Chairman Zack Buckner and Executive Director Carol Potak with Aid to Inmate Mothers
Executive Director Greg Clark with Central Alabama Regional Planning and
Development Commission
Managing Director Mike Dunn with Merchant Capital
District Attorney Ellen Brooks and Helping Montgomery Families Initiative (HMFI)
Director Sandra Edwards

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of September 3, 2013

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Resolution Proclaiming September 16, 2013 as “Reverend and Mrs. Robert Graetz Day”, County Commission

NEW BUSINESS:

1. Public Comment Regarding Proposed 2013-2014 Operating Budget, County Commission
2. Consider Proposed 2013-2014 Operating Budget, County Commission
3. Consider Resolution Regarding an Increase of Privilege Tax upon Businesses that Rent Transient Lodging within Montgomery County, County Commission
4. Consider Resolution Regarding GASB 54 Fund Balance Commitments, County Commission
5. Consider Contract with Goodwyn, Mills & Cawood, Inc., Regarding Construction Engineering and Inspection for the DAS North America, Inc., Extension of Industrial Park Boulevard Project in Montgomery Industrial Park, County Commission
6. Consider Health Services Agreement with QCHC, Inc., (Quality Correctional Health Care) for Inmate Medical Services, Detention Facility
7. Consider Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Colonial Insurance, Risk Management
8. Consider Excess Workers' Compensation Insurance Renewal with Safety National Insurance, Secured through Colonial Insurance, Risk Management
9. Consider Property Insurance Renewal with Affiliated FM Insurance Company, Secured through Colonial Insurance, Risk Management
10. Consider Amendment Number 4 to Contract with Haynes Ambulance of Alabama, Inc., Regarding Emergency Medical Treatment and Transportation Services for Montgomery County, Contract Number 52110-10C-018, Sheriff's Office
11. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

12. Consider Bid Award for Resurfacing Various County Roads, Bid No. 53600-13B-028, Engineering Department
13. Consider Bid Award for Maintenance of County Vehicles, Bid No. 52110-13B-027, Sheriff's Office
14. Consider Position Fill Request for Customer Service Clerk, Position Number 750016034, Probate Judge's Office
15. Consider Irregular Step Increase for Revenue Auditor Twyla Jackson from Pay Grade A07, Step 3 to Pay Grade A07, Step 4, Tax and Audit Department
16. Consider Travel/Training Requests (4)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Special Call Meeting of the Montgomery County Emergency
Management Communications District Board

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Risk Manager Scott Kramer

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 16, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

OCTOBER 7, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

OCTOBER 14, 2013

County Holiday (Columbus Day)

OCTOBER 21, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 4, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

NOVEMBER 11, 2013

County Holiday (Veteran's Day)

NOVEMBER 18, 2013

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 2 Service Maintenance Worker I's – Support Services Department
Fill action continues for 1 Groundskeeper – Support Services Department
Fill action continues for 1 Painter II – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 1 Case Manager II – District Attorney's Child Support Unit
Fill action continues for 1 Deputy D. A. Level 1 – District Attorney's Child Support Unit
Fill action continues for 15 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Payroll Clerk – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 3 Service Maintenance Worker I's – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 Customer Service Clerks – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Revenue Branch Supervisor – Revenue Commissioner's Office
Fill action continues for 3 Customer Service Clerks – Revenue Commissioner's Office
Fill action continues for 1 Deputy Sheriff/Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Court Security Officer – Sheriff's Office
Fill action continues for 1 Fingerprint Classifier – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Youth Facility
Fill action continues for 2 Relief Cook – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 3 Juvenile Detention Officer's (Part Time) – Youth Facility

September 16, 2013

09-16-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 09-06-13

Check Number	To	Check Number
237716		237766
Total Checks Paid		\$57,583.55

CHECK #	PAYEE	AMOUNT	DATE
237715	Postmaster Bulk Mailing	\$2,150.04	09/04/13

**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 09-06-13

Check Number	To	Check Number
237767		237857
Total Checks Paid		\$457,145.99

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

09-16-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 09-13-13

Check Number	To	Check Number
237858		237944
Total Checks Paid		\$504,952.20

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

09-16-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 09-13-13

Check Number	To	Check Number
237945		238044
Total Checks Paid		\$177,494.46

**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

09/16/13 Meeting

Agenda

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

SEP 16 2013

CHECKS ARE DATED
09/06/13

Payroll Check Number	117365	To	Payroll Check Number	117466	\$ 73,704.44
Direct Deposits					\$ 768,390.31
Payroll Check Number	117467	To	Payroll Check Number	117494	\$ 244,188.40
Direct Deposits					\$ 316,134.70
Federal Deposits					\$ 306,998.53
Total Payroll Paid					\$ 1,709,416.38

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

Montgomery County Commission

A County Older Than The State

Agenda

SEP 16 2013



Established 1816
Montgomery, Alabama

Resolution

WHEREAS, Robert Graetz and Jean Ellis met while attending college at Capital University in Columbus, Ohio, and married in 1951; and

WHEREAS, in 1955, Mr. Graetz answered the call to serve as pastor to an African-American congregation at Trinity Lutheran Church, in Montgomery, Alabama; and

WHEREAS, within months of their arrival, the Montgomery Bus Boycott was triggered by the arrest of their friend and neighbor, Mrs. Rosa Parks; and

WHEREAS, the young couple immediately became involved in the protest movement: Mrs. Graetz was active in the Women's Political Council, which actually started the Montgomery Bus Boycott, and she also hosted public officials, church dignitaries, and reporters from around the world, who came to Montgomery, Alabama, during that turbulent time; and

WHEREAS, Reverend Graetz served as a volunteer driver during the boycott and as a member of the board of directors for the Montgomery Improvement Association, which ran boycott activities; and

WHEREAS, as their involvement in the boycott grew, the couple and their young children became targets of racist attacks. Two times, attempts were made to bomb their home and both failed. However, a third bomb did significant damage to their home; and

WHEREAS, in 1958, Reverend Graetz, his wife and their five children went on to serve in a variety of ministries in Ohio and later in Washington, D.C.; and

WHEREAS, the area which once surrounded their former church, Trinity Lutheran Church and its parsonage, is today known as the Graetz Neighborhood; and

WHEREAS, the Graetzes returned to Montgomery in 2005, as consultants to the National Center for the Study of Civil Rights and African-American Culture at Alabama State University,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby acknowledge the contributions that Reverend and Mrs. Graetz have made in Montgomery County, Alabama, and the nation and proclaim Monday, September 16, 2013, as

"Reverend and Mrs. Robert Graetz Day"

in Montgomery County, Alabama, in celebration of their unwavering leadership in the fight for justice and human rights for all people.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 16th day of September, 2013.

Agenda

SEP 16 2013

Agenda Item Number 1 – Public Comment Regarding Proposed 2013-2014
Operating Budget, County Commission

No documents will be presented for this agenda item.

**Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2013 to September 30, 2014**

Presented September 3, 2013

**Elton N. Dean, Sr., Chairman
Daniel Harris, Jr., Vice Chairman
Reed Ingram, Member
Dimitri Polizos, Member
Jiles Williams, Jr., Member**

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

ANNUAL BUDGET 2013-2014

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

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

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 68,006,848	\$ 68,006,848
Emergency Fund	30,000	30,000
Workers' Compensation Fund	340,000	340,000
Health Trust Fund	9,582,000	9,482,000
R.E. Life Ins. Fund	66,000	66,000
Liability Fund	425,000	425,000
Gasoline Tax Fund	9,069,352	9,069,352
Public Buildings/Roads/Bridges Fund	6,268,000	7,559,597
Public Highways & Traffic Fund	416,000	500,000
Capital Improvement	608,000	885,000
RRR Gasoline Tax Fund	1,908,000	2,670,000
Severed Material Tax Fund	511,334	511,334
Appraisal Fund	2,951,661	2,951,661
Merit System Fund	1,223,568	1,223,568
Community Corrections	824,009	824,009
Grant Fund	740,431	740,431
G.O. Warrants - 2007 Fund	3,612,146	3,612,146
G.O. Warrants - 2010 Fund	1,249,525	1,249,525
Less: Fund transfer elimination	(13,889,557)	(13,889,557)
TOTAL	\$ 93,942,317	\$ 96,256,914
ADD: BUDGETARY FUND BALANCE		
Public Buildings/Roads/Bridges Fund	1,291,597	
Public Highway & Traffic Fund	84,000	
Capital Improvement Fund	277,000	
RRR Gasoline Tax Fund	762,000	
Health Insurance Trust	(100,000)	
TOTAL BUDGETARY FUND BALANCE	2,314,597	
PROPOSED BUDGET	\$ 96,256,914	\$ 96,256,914

Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds

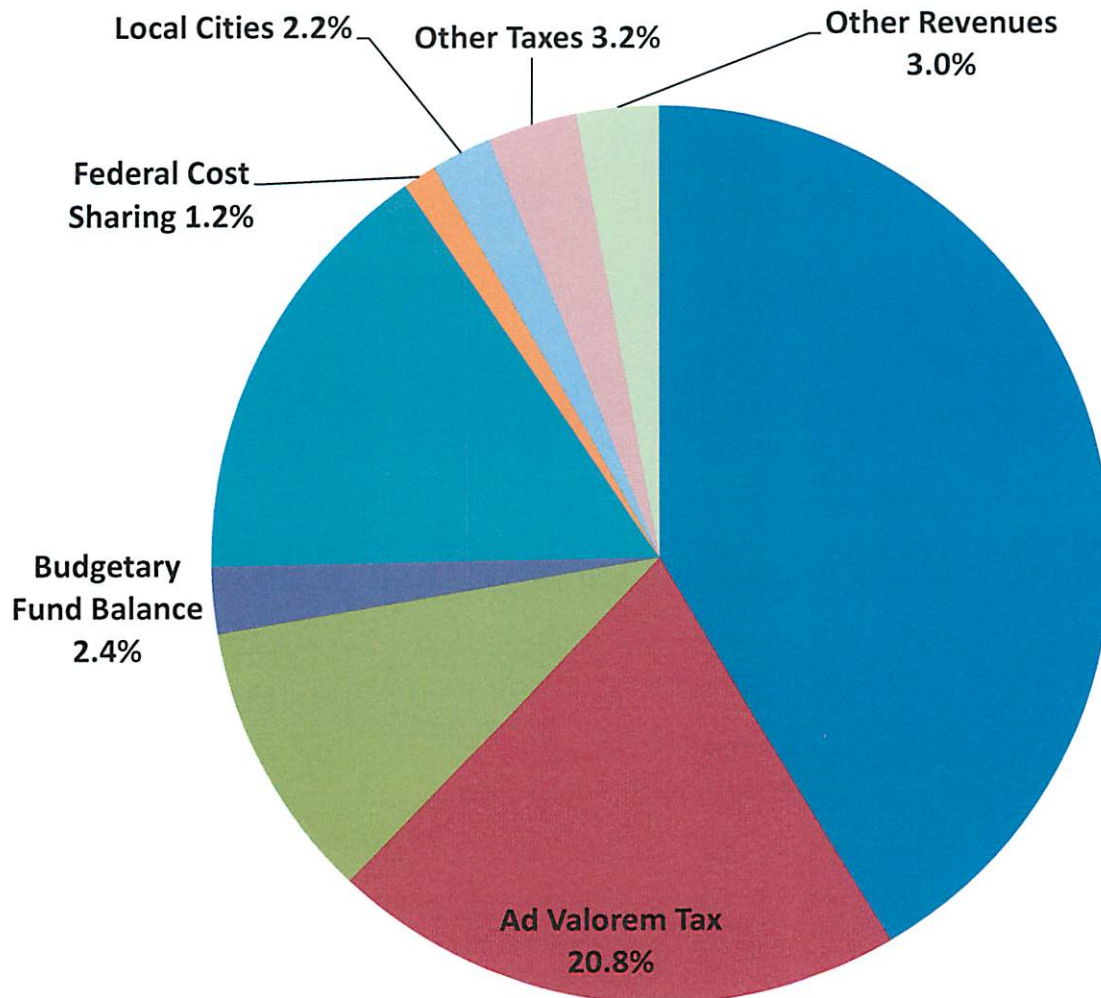
**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

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

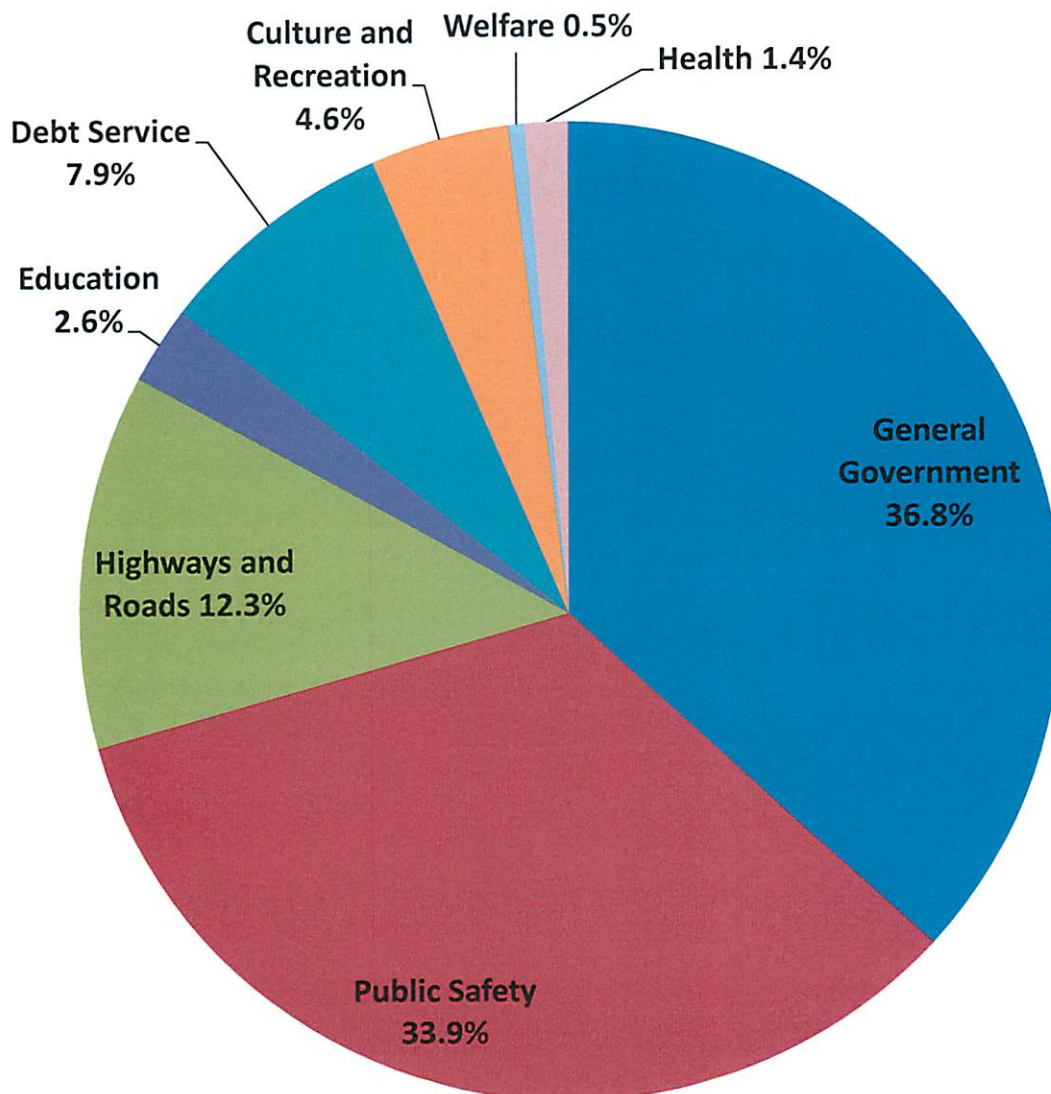
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2013-2014

Type	Percentage	Total
County Sales Tax	41.5%	\$ 39,900,000
Ad Valorem Tax	20.8%	19,976,052
State of Alabama	10.1%	9,744,175
Budgetary Fund Balance	2.4%	2,314,597
Charges for Services	15.7%	15,077,200
Federal Cost Sharing	1.2%	1,140,900
Local Cities	2.2%	2,116,221
Other Taxes	3.2%	3,093,500
Other Revenues	3.0%	2,894,269
Miscellaneous		1,549,847
Interest		93,000
Licenses and Permits		537,540
Board of Education		678,882
Fines and Forfeitures		35,000
	100.00%	\$ 96,256,914



**Montgomery County Commission
Appropriations
2013-2014**

Type	Percentage	Total
General Government	36.8%	\$ 35,388,558
Public Safety	33.9%	32,595,611
Highways and Roads	12.3%	11,880,686
Education	2.6%	2,473,889
Debt Service	7.9%	7,614,622
Culture and Recreation	4.6%	4,405,847
Welfare	0.5%	524,469
Health	1.4%	1,373,232
	<u>100.00%</u>	<u>\$ 96,256,914</u>



MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET

**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET
GENERAL FUND**

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 12,800,000
County Sales Tax	39,900,000
Salaries for Revenue Commissioner	247,170
County Beer Tax	185,000
County Wine Tax	3,500
Lodging Tax	2,130,000
Other Tax	775,000
TOTAL TAXES	<u>56,040,670</u>

LICENSE & PERMITS

467,540

INTERGOVERNMENTAL

State Shared Revenue	1,605,890
State Cost Sharing Revenue	1,913,078
Federal Cost Sharing	1,125,900
City Cost Sharing	143,468
TOTAL INTERGOVERNMENTAL	<u>4,788,336</u>

CHARGES FOR SERVICES

Court Fees	469,500
Fees & Commissions - Public Officials	3,901,500
Other Fees & Charges	81,600
TOTAL CHARGES FOR SERVICES	<u>4,452,600</u>

FINES AND FORFEITURES

35,000

MISCELLANEOUS

Interest	13,000
Sales & Rentals	718,741
Other	664,706
TOTAL MISCELLANEOUS	<u>1,396,447</u>

TRANSFERS IN FROM OTHER FUNDS

826,255

TOTAL ESTIMATED REVENUES

\$ 68,006,848

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$	812,453
Risk Management		190,490
Public Affairs		94,786
Finance Department		487,828
Judges		414,899
Domestic Relations Court		3,000
Circuit Clerk		24,260
District Clerk		2,000
District Attorney		2,644,942
Pre-Trial/District Attorney		699,151
Court Reporters		167,058
Court Administrators		800
Probate Judge's Office		3,470,155
Revenue Commissioner		1,211,563
Tax and Audit Division		713,919
Support Services		3,090,663
Building Permits		37,296
Election Operating		183,703
Election Administration		425,000
Board of Registrars		272,270
Tax Equalization Board		5,824
Veterans Service Office		1,100
Forestry Commission		12,150
Central Alabama Opportunities Industrialization Center, Inc.		8,750
Industrial Park Utilities/Maintenance		43,000
Industrial Development		21,500
Information Systems		2,020,976
Contingent		25,000
Unemployment Compensation		24,000
TOTAL GENERAL GOVERNMENT	\$	<u>17,108,536</u>

PUBLIC SAFETY

Sheriff's Office	\$	12,281,241
Montgomery County Detention Facility		14,928,418
Montgomery City-County Emergency Management Agency		109,829
Coroner's Office		117,280
Youth Facility Net of City Funding		2,602,626
Youth Facility - DYS Subsidy		375,232
Youth Facility - DYS Boot Camp		522,000
Crimestoppers		5,000
Montgomery County Association of Volunteer Fire Departments		190,000
TOTAL PUBLIC SAFETY	\$	<u>31,131,626</u>

SANITATION- Transfer Station & Storm Water Permit	\$	<u>138,262</u>
--	----	----------------

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL FUND

HEALTH

Health Department	\$ 461,667
Montgomery Area Mental Health Authority	130,000
Family Sunshine Center	31,626
VOCAL	5,000
Animal Shelter	437,500
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,152
Council on Substance Abuse - NCADD	11,657
Mosquito Control	52,618
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000
TOTAL HEALTH	\$ 1,234,970

WELFARE

Transfer of Insane	\$ 7,101
Restor	5,000
Child Protect	3,750
Brantwood Children's Home	12,500
Montgomery Community Action Agency	32,500
Central Alabama Aging Consortium	15,000
Montgomery Area Council on Aging	32,500
Montgomery Area Food Bank	3,750
Pauper Burial	3,600
Joint Public Charity Hospital Board	85,000
Indigent Hospitalization Program	160,563
School to Work	35,000
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000
TOTAL WELFARE	\$ 424,014

CULTURE & RECREATION

City - County Library	\$ 2,147,162
Pike Road Library net of Town of Pike Road funding	84,719
Montgomery Museum of Fine Arts	1,600,000
Montgomery County Recreation Board	434,279
Boys & Girls Clubs	12,500
Boys & Girls Club - South Central Alabama	12,500
The United Community Improvement	4,687
Unified YMCA	30,000
ECHO	5,000
Alabama Shakespeare Festival	75,000
TOTAL CULTURE & RECREATION	\$ 4,405,847

MONTGOMERY COUNTY COMMISSION**2013 - 2014 BUDGET****GENERAL FUND****APPROPRIATIONS****EDUCATION**

City/County School Bonds	\$	407,656
Board of Education		440,000
Montgomery Education Foundation		45,000
Auburn Extension Service		112,070
Montgomery Internal Medicine Residency Program (UAB)		22,500
Thelma Morris After School Program		25,000
Latchkey		28,026
YMCA Childcare Program		30,000
Character @ Heart		15,000
TOTAL EDUCATION	\$	<u>1,125,252</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	\$	1,258,458
In-House Appropriations-Retiree Health & Life Insurance		1,566,600
Reclassification Reserve		(400,000)
Montgomery Co Building Authority 2006/2012 Capital Lease Obligation		4,465,312
Montgomery Energy Conservation Project 2012 G.O. Warrants		267,776
Agency Appropriations-General Government Category		900,235
TOTAL CLASSIFIED BY CHARACTER ONLY		<u>8,058,381</u>

TOTAL APPROPRIATIONS	\$	63,626,888
-----------------------------	----	------------

TRANSFERS

To Community Corrections Fund		343,909
To Merit Fund		254,380
To General Obligation Warrant Debt Service Funds		3,781,671
TOTAL TRANSFERS	\$	<u>4,379,960</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>68,006,848</u></u>
---	----	--------------------------

EMERGENCY FUND**ESTIMATED REVENUES****MISCELLANEOUS**

Interest	\$	30,000
TOTAL ESTIMATED REVENUES	\$	<u><u>30,000</u></u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$	30,000
TOTAL APPROPRIATIONS	\$	<u><u>30,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$ 335,000
Other reimbursements	3,000
Interest	2,000
TOTAL ESTIMATED REVENUES	\$ <u>340,000</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$ 340,000
TOTAL APPROPRIATIONS	\$ <u>340,000</u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$ 9,580,000
Interest	2,000
TOTAL ESTIMATED REVENUES	\$ <u>9,582,000</u>

APPROPRIATIONS

Health Care Costs	\$ 9,482,000
Budgetary Fund Balance-GASB 45 Reserve	<u>100,000</u>
TOTAL APPROPRIATIONS AND BUDGETARY FUND BALANCE	\$ <u>9,582,000</u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$ 66,000
TOTAL ESTIMATED REVENUES	\$ <u>66,000</u>

APPROPRIATIONS

Death Benefit Payments	\$ 66,000
TOTAL APPROPRIATIONS	\$ <u>66,000</u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$ 415,000
Interest	10,000
TOTAL ESTIMATED REVENUES	\$ <u>425,000</u>

APPROPRIATIONS

Liability Ins. Costs	\$ 425,000
TOTAL APPROPRIATIONS	\$ <u>425,000</u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

State Gasoline Tax	\$ 1,563,000
--------------------	--------------

STATE COST SHARING REVENUE

Engineer's & Assistant Engineer's Salary reimbursement	106,610
--	---------

MISCELLANEOUS

Other	166,400
-------	---------

TOTAL MISCELLANEOUS

166,400

TOTAL ESTIMATED REVENUES

\$ 1,836,010

TRANSFERS

From Public Highway & Traffic Fund	500,000
------------------------------------	---------

From Public Building/Roads/Bridges	6,733,342
------------------------------------	-----------

TOTAL TRANSFERS

7,233,342

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ 9,069,352

APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,872,044
--------------	--------------

District I	1,493,117
------------	-----------

District II	1,419,400
-------------	-----------

District III	1,797,709
--------------	-----------

County Engineer's Office	1,057,055
--------------------------	-----------

County Shop	632,104
-------------	---------

Bridge Maintenance	422,923
--------------------	---------

Environmental Cleanup	5,000
-----------------------	-------

TOTAL APPROPRIATIONS

\$ 8,699,352

TRANSFERS

To Severance Materials Tax Fund	370,000
---------------------------------	---------

TOTAL APPROPRIATIONS & TRANSFERS

\$ 9,069,352

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,250,000
----------------	----	-----------

MISCELLANEOUS

Interest		18,000
----------	--	--------

TOTAL ESTIMATED REVENUES	\$	<u>6,268,000</u>
---------------------------------	----	------------------

Budgetary Fund Balance		<u>1,291,597</u>
-------------------------------	--	------------------

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,559,597</u></u>
--	----	-------------------------

APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	6,733,342
----------------------	----	-----------

To General Fund		826,255
-----------------	--	---------

TOTAL TRANSFERS	\$	<u>7,559,597</u>
------------------------	----	------------------

TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,559,597</u></u>
---	----	-------------------------

PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	70,000
-------------------	----	--------

State Shared Revenue		276,000
----------------------	--	---------

Charges for Services		70,000
----------------------	--	--------

TOTAL ESTIMATED REVENUES	\$	<u>416,000</u>
---------------------------------	----	----------------

Budgetary Fund Balance		<u>84,000</u>
-------------------------------	--	---------------

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>500,000</u></u>
--	----	-----------------------

TRANSFERS

Transfer to Gasoline Tax Fund	\$	500,000
-------------------------------	----	---------

TOTAL TRANSFERS	\$	<u><u>500,000</u></u>
------------------------	----	-----------------------

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

State Shared Revenue	\$	600,000
----------------------	----	---------

Interest		8,000
----------	--	-------

TOTAL ESTIMATED REVENUES	\$	<u>608,000</u>
---------------------------------	----	----------------

Budgetary Fund Balance		<u>277,000</u>
-------------------------------	--	----------------

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>885,000</u></u>
--	----	-----------------------

APPROPRIATIONS

Buildings Repair and Improvements	\$	445,000
-----------------------------------	----	---------

Debt Service		440,000
--------------	--	---------

TOTAL APPROPRIATIONS	\$	<u><u>885,000</u></u>
-----------------------------	----	-----------------------

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 395,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	921,000
5 cent Gasoline Tax	436,000
Additional excise tax	31,000
TOTAL STATE SHARED REVENUES	\$ 1,898,000

MISCELLANEOUS

Interest	\$ 10,000
----------	-----------

TOTAL ESTIMATED REVENUES

Budgetary Fund Balance

	\$ 1,908,000
	762,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 2,670,000

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	2,555,000
TOTAL APPROPRIATIONS	\$ 2,670,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

TRANSFERS

From Gasoline Tax Fund	\$ 141,334
	370,000
TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ 511,334

APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 511,334
TOTAL APPROPRIATIONS	\$ 511,334

APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$ 590,332
Montgomery County	678,882
Board of Education	678,882
Local Cities	1,003,565
TOTAL ESTIMATED REVENUES	\$ 2,951,661

APPROPRIATIONS

General Government	\$ 2,951,661
TOTAL APPROPRIATIONS	\$ 2,951,661

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

MERIT SYSTEM FUND

ESTIMATED REVENUES	
City of Montgomery	\$ 969,188
TRANSFERS	
Transfer from General Fund	254,380
TOTAL ESTIMATED REVENUES AND TRANSFERS	<u>\$ 1,223,568</u>

APPROPRIATIONS	
General Government	\$ 1,223,568
TOTAL APPROPRIATIONS	<u>\$ 1,223,568</u>

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES	
Alabama Department of Corrections	\$ 324,500
Client Fees	155,600
TOTAL ESTIMATED REVENUES	<u>\$ 480,100</u>
TRANSFERS	
Transfer From General Fund	343,909
TOTAL ESTIMATED REVENUES	<u>\$ 824,009</u>
APPROPRIATIONS	
Public Safety	\$ 824,009
TOTAL APPROPRIATIONS	<u>\$ 824,009</u>

GRANT FUND

ESTIMATED REVENUES	
Federal and State Grants	\$ 740,431
TOTAL ESTIMATED REVENUES	<u>\$ 740,431</u>
APPROPRIATIONS	
Grant Appropriations	\$ 740,431
TOTAL APPROPRIATIONS	<u>\$ 740,431</u>

**MONTGOMERY COUNTY COMMISSION
2013 - 2014 BUDGET**

GENERAL OBLIGATION WARRANTS 2007

TRANSFERS

Transfer from General Fund	\$	<u>3,612,146</u>
----------------------------	----	------------------

TOTAL TRANSFERS	\$	<u><u>3,612,146</u></u>
------------------------	----	-------------------------

APPROPRIATIONS

Principal	\$	1,960,000
-----------	----	-----------

Interest		<u>1,652,146</u>
----------	--	------------------

TOTAL APPROPRIATIONS	\$	<u><u>3,612,146</u></u>
-----------------------------	----	-------------------------

GENERAL OBLIGATION WARRANTS 2010-A

REVENUE AND TRANSFERS

Transfer from General Fund	\$	<u>1,249,525</u>
----------------------------	----	------------------

TOTAL REVENUE AND TRANSFERS	\$	<u><u>1,249,525</u></u>
------------------------------------	----	-------------------------

APPROPRIATIONS

Principal	\$	745,000
-----------	----	---------

Interest		<u>504,525</u>
----------	--	----------------

TOTAL APPROPRIATIONS	\$	<u><u>1,249,525</u></u>
-----------------------------	----	-------------------------

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1810

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 12, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Lodging Tax Increase

The Montgomery County Commission meeting, at its meeting on September 3, 2013, agreed to place a Resolution increasing the lodging tax in Montgomery County from \$1.50 per room to \$2.25 per room for each day or portion of a day on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

RESOLUTION OF THE MONTGOMERY COUNTY COMMISSION

WHEREAS, the Montgomery County Commission on January 3, 2006 adopted a Resolution implementing a privilege tax for lodging at a rate of ONE DOLLAR (\$1.00) per room or lodging for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, the Montgomery County Commission on September 27, 2010 adopted a Resolution increasing its privilege tax for lodging from a rate of ONE DOLLAR (\$1.00) per room to ONE DOLLAR AND FIFTY CENTS (\$1.50) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, the Montgomery County Commission desires to increase its privilege tax for lodging from a rate of ONE DOLLAR AND FIFTY CENTS (\$1.50) per room to TWO DOLLARS AND TWENTY-FIVE (\$2.25) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, pursuant to Alabama Code § 11-3-11.2, the County Commission may, by ordinance or resolution, administer and collect, or contract for the collection of, any local sales and use taxes or other local county taxes levied or authorized to be levied by a general or local act;

WHEREAS, Montgomery County, by and through the Montgomery County Commission as its governing body, is authorized by a local act, Alabama Act No. 1975-89, to levy and collect privilege license taxes, excise taxes, ad valorem taxes, and sales and use taxes;

BE IT THEREFORE RESOLVED that the Montgomery County privilege tax that is levied upon every person engaging in the business of renting transient lodging, specifically the business of renting or furnishing any rooms or lodgings to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms or lodgings are regularly furnished to transients for a consideration within Montgomery County, is hereby increased from ONE DOLLAR AND FIFTY CENTS (\$1.50) per room to TWO DOLLARS AND TWENTY-FIVE (\$2.25) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration.

BE IT FURTHER RESOLVED that said lodging tax shall become effective on December 1, 2013 and that all resulting funds shall be remitted to the Montgomery County Commission by the 20th of each month from thereon. If said funds are not remitted by the 20th of the month, then a penalty of a minimum of \$50 or 10 percent of the tax, whichever is greater, and a late payment of ten percent of the tax due will be assessed.

Done this ____ day of September, 2013.

APPROVED:

Elton N. Dean, Sr. -- Chairman

Reed Ingram

Daniel Harris, Jr. --- Vice Chairman

Dimitri Polizos

Jiles Williams, Jr.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the ____ day of September, 2013.

Montgomery County Administrator

SEP 16 2013

Montgomery County Commission

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

Memo

To: Donnie L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: August 28, 2013

Re: GASB 54 Resolutions

The Governmental Accounting Standards Board (GASB) adopted a new standard (GASB 54) for governmental fund balance reporting that was effective in 2011. This standard requires that the County Commission annually approve a resolution committing applicable fund balances.

Attached is a resolution for County Commission approval to comply with the GASB 54 requirements for fiscal year 2013.

GASB 54

Fund Balance Commitments

Resolution

WHEREAS, the Montgomery County Commission is the elected representative of the citizens of Montgomery County, responsible for maintaining the financial records of the County in accordance with Governmental Accounting Standards; and

WHEREAS, the Governmental Accounting Standards Board ("GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fiscal years beginning after June 15, 2010, and

WHEREAS, the Montgomery County Commission desires to commit certain fund balance reserves in compliance with GASB 54 requirements, and to apply such requirements to its financial statements ending September 30, 2013; and

NOW BE IT RESOLVED that Montgomery County Commission commits the following portions of its September 30, 2013, Fund Balances, as follows:

GENERAL FUND:

- \$ 50,000 is committed for Catoma Community park improvements.
- DHR Rent is committed for DHR Building expenses.
- Workers Compensation Self Insured Account is committed to Workers Compensation Expense and Claims
- Employee Health Insurance Trust Account is committed for Employee/Retiree Health Insurance Plan Costs
- Retiree Life Insurance Account is committed for Retiree Death benefits
- Liability Account is committed for Liability Insurance, claims and related legal expense

CONSTRUCTION PROGRAMS FUND:

- The fund balance is assigned to County construction, equipment and improvement projects

SEVERED MATERIAL SEVERANCE TAX FUND

Available Fund Balance up to \$511,334 is committed to City of Montgomery for payment number 6 under "No Man's Land" agreement.

DONE THIS THE _____ **day of** _____ **2013.**

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

**MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT**

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

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

SEP 16 2013

September 11, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer *George C. Speake*
9/11/2013

SUBJECT: Approval of Agreement for Project No. IAR-051-000-007
DAS North America in the Montgomery Industrial Park

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the agreement, between Goodwyn, Mills, and Cawood, Inc. and Montgomery County, for Construction, Engineering and Inspection (CE&I) on the project referenced above. The cost of this work is 100% reimbursable as part of the original grant for the road extension.

GCS/jmk

Attachments

cc: File

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

September 4, 2013

Mr. Stephen C. Graben, P.E.
Sixth Division Engineer
Alabama Department of Transportation
1525 Coliseum Boulevard
Montgomery, AL 36110

Attn: David B. Bollie, P.E.
Division County Transportation Engineer

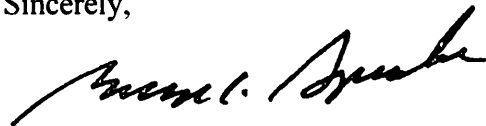
RE: Consultant Selection for County Projects
Construction Engineering and Inspection
IAR-051-000-007
Montgomery County

Dear Mr. Graben,

In accordance with your letter dated August 30, 2013, Montgomery County has selected Goodwyn, Mills and Cawood, Inc. from ALDOT's statewide list of on-call CE&I consultants for the above referenced project. Attached is the agreement between the County and the consultant, which contains the man-day and fee proposal and a copy of their statewide agreement with ALDOT.

This is for your information, review and approval. If you have any questions or need additional information, please contact Mr. James Kelley at 832-1311.

Sincerely,



George C. Speake
County Engineer

GCS/jmk
C: File

STATE OF ALABAMA
Montgomery County

THIS AGREEMENT is made and entered into this the _____ day of _____, 20____ between the **Montgomery County Commission**, (hereinafter called the OWNER), and Goodwyn, Mills, and Cawood, Inc. (hereinafter called the ENGINEER).

WITNESSETH:

WHEREAS, the OWNER has entered into an Agreement with the State of Alabama acting through the Alabama Department of Transportation (ALDOT) for Project No. **IAR-051-000-007 Industrial Park Boulevard in Montgomery Industrial Park to Benefit DAS North America** AND WHEREAS, the PROJECT provides **Construction Engineering and Inspection for the extension of Industrial Park Boulevard in Montgomery Industrial Park** AND WHEREAS, ALDOT grant eligible activities include construction engineering activities and it has been agreed between the parties that the OWNER retain Goodwyn, Mills, and Cawood, Inc. in the capacity of ENGINEER to provide such services.

ARTICLE I: DESCRIPTION AND SCOPE OF WORK:

The ENGINEER will provide the following services to the OWNER:

A. Construction Engineering

After approval by the State of the plans, contract documents, and authorization to award to the lowest responsible bidder, the ENGINEER will perform Construction and Engineering Services for the **Montgomery County Commission** in accordance with the Engineer's current Construction Engineering and Inspection Services Statewide Agreement as prepared by The Alabama Department of Transportation.

B. Not to Exceed Cost for Construction Engineering:

Ninety Seven Thousand Eight Hundred Sixty Nine and 26/100 (\$97,869.26)

Professional Civil Engineer or P.L.S.	225 Hours @ \$43.00
Project Manager	225 Hours @ \$34.00
Inspector	120 Hours @ \$25.00
Inspector	800 Hours @ \$22.00
Subtotal	\$ 37,925.00
Overhead (134.60%)	\$ 51,047.05
Profit (10%)	\$ 8,897.21
Total Estimated Cost	\$ 97,869.26

Note: In the event that the scope of the project changes, additional services of the ENGINEER is requested, delays in the project due to, but not limited to, utility conflicts, weather, etc., the ENGINEER shall be compensated for any and all additional services rendered at the same rate and manner as regular charges which are in accordance with the terms of the aforementioned Construction Engineering and Inspection Services Statewide Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers, and persons thereunto duly authorized; for the ENGINEER on the _____ day of _____, 20____, and the OWNER on the _____ day of _____, 20____.

OWNER:

ATTEST (SEAL):

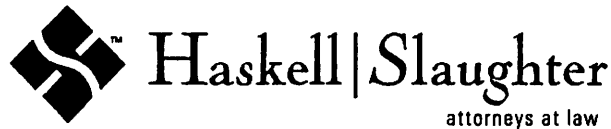
Elton N. Dean, Sr.
Chairman, Montgomery County Commission

ENGINEER:

WITNESS:

David B. Reed, Senior Executive Vice President
Goodwyn, Mills, & Cawood, Inc.

Edward Niel



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
September 11, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery Industrial Park
DAS Project – Access Road Extension Agreements

I have reviewed your September 11, 2013 memorandum and the September 11, 2013 memorandum from George Speake to you regarding the access road extension agreements. I also reviewed the September 4, 2013 letter from George Speake to Stephen Graben with Alabama Department of Transportation (ALDOT) and its attachments. I also reviewed the fully executed agreement between ALDOT and Goodwyn, Mills, and Cawood, Inc. and its exhibits A-N and XYZ.

I have reviewed the 2 page Agreement between Montgomery County Commission and Goodwyn, Mills, and Cawood, Inc for a cost not to exceed Ninety Seven Thousand Eight Hundred Sixty Nine Dollars and 26 cents (\$97,869.26). This agreement is the standard form used by ALDOT. It is my understanding from George Speake's letter that the cost of this work is 100% reimbursable as part of the original grant for the road extension. I realize that the 2 page Agreement does not contain a dispute resolution, but it is my legal opinion that this simple agreement does not require such language and I am fine with the 2 page Agreement without any changes or additions. It is legal and binding upon all the parties.

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

50051-387
447493_1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 10, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM:

Scott Kramer
Risk Manager

SK

SUBJECT: Quality Correctional Health Care Contract Renewal

On September 3, 2013, I met with the Commission to discuss the contract renewal with Quality Correctional Health Care. This company administers the medical services for the inmates in the County Detention Facility. The Sheriff and I have discussed extending this relationship with QCHC which has been in place for the last 6.5 years. The proposed contract renewal for Quality Correctional Health Care (QCHC) with an effective date of October 1, 2013 is attached. The recommended changes from our County attorney have been incorporated into this contract.

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

cc: John A. Mitchell, Sr.

HEALTH SERVICES AGREEMENT

This Health Services Agreement (this "Agreement"), by and between the **MONTGOMERY COUNTY COMMISSION**, a political subdivision of the State of Alabama ("County"), and **QCHC, Inc.**, an Alabama corporation (the "Provider"), hereby entered into as of the _____ day of _____ 2013.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for providing necessary medicines and medical attention for inmates of the County Detention Facility (hereinafter collective referred to as "Detention Facility"), pursuant to The Code of Alabama 1975, (the "Code") Section 14-6-19;

WHEREAS, County desires to provide necessary medicines and medical attention for inmates in accordance with Code Section 14-6-19, and the County Commission wishes to exercise its authority under Code Section 14-6-20 to elect a physician to attend to the inmates of its Detention Facility;

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

WHEREAS, County desires to elect Provider as the supplier of necessary medicines and medical attention for the Detention Facility and enter into this Agreement with Provider to promote this objective under the express terms and conditions hereof; and

WHEREAS, Provider desires to furnish necessary medicines and medical attention for the Detention Facility and enter into this Agreement with County to promote this objective under the express terms and conditions hereof.

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

ARTICLE I: HEALTH CARE SERVICES

Section 1.1 Primary Engagement. County hereby contracts with Provider to provide for the delivery of primary medical services to inmates of the Detention Facility. The primary medical services will be provided to the inmates of the Detention Facility on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of County at the Detention Facility, and Provider enters into this Agreement according to the terms and provisions hereof. This contract is based upon the assumption that the Detention Facility will average 650 inmates monthly, if the population exceeds 700 inmates over a two month period of time

in such an event the parties will agree to enter into negotiations for additional compensation.

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

- (a) Primary Care. Provider shall provide primary health care services for all persons committed to the custody of the Detention Facility, except those identified in Sections 1.6 and 1.7.
- (b) Timing. The responsibility of Provider for medical care of a inmate commences with the booking and physical placement of said inmate into the Detention Facility. All admission exams, screenings, physical assessments and dental exams will be completed within twenty-four (24) hours of the inmate's arrival. All other examinations and medical service will be conducted within a reasonable time of the request for care.
- (c) Place of Care. All physician sick calls, admission exams, screenings, physical assessments, dental exams and all other primary medical services shall be conducted on-site, at the Detention Facility, unless otherwise addressed herein.
- (d) Preventative and Maintenance Care. Provider shall provide, at its own cost, preventative and maintenance care for all inmates of the Detention Facility, as more specifically described herein.
- (e) Medication. Provider 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 and Atypical Antipsychotic Drugs. These non-formulary medications will be provided for through the aggregate pool defined in Section 3.1. Pharmaceutical services will be provided by Independent Health Services Pharmacy.
- (f) Education of Inmates. Provider will provide health education services to the inmates. Any services rendered by Provider in the educational context beyond the normal provider-patient setting will be subject to written approval by County.
- (g) Education and Training of Correctional Officers. Provider will provide annual training courses in Cardiopulmonary Resuscitation (CPR), Sudden Custody Death Syndrome and Suicide Prevention. Such annual training courses will be scheduled by County and Provider at a mutually agreed upon time and location.
- (h) First Aid for Correctional Personnel. Provider will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical

stabilization pending the arrival of emergency medical providers. Provider will complete an injury report, in form suitable to County, for every event of service rendered under this Section 1.2(h)

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

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

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

(c) Dental Services. Dental Services will be capped at \$41,000 dollars Annually the balance to be funded from the aggregate pool.

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

Section 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.

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

(b) Once a inmate has been medically stabilized and committed to the Detention Facility, Provider will, commencing at that point, then become

financially responsible for the cost of primary medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Detention Facility.

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

Section 1.6 Inmates Outside the Facilities.

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

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

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

Section 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization and specialty services, County will, upon prior request by Provider, its agents, employees

or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL

Section 2.1 Staffing. Provider shall provide medical and support personnel reasonably necessary for the rendering of primary health care services to inmates at the Detention Facility as described in and required by this Agreement. The personnel provided by Provider will include the following:

- (a) Corporate Medical Director/CEO. The Corporate Medical Director/CEO will be available at all times to the administrative staff of County and to the administrative staff of the Detention Facility. Home phone numbers and cellular phone numbers will be provided by this individual to all necessary administrative contacts.
- (b) Physician. A licensed physician will be at the Detention Facility eight hours (8) hours per week. During the time that a physician is not at the Detention Facility, a physician will be available on call.
- (c) Registered Nurse. 2 FTE Registered Nurses (RN) and one .6 FTE RN will be scheduled during the week. A proposed schedule is attached. See Appendix A.
- (d) Licensed Practical Nurse. 5 FTE Licensed Practical Nurses ("LPN") and 1.2 FTE part-time nurses will be scheduled to work at the Detention Facility. See Appendix A.
- (e) Psychiatry 8 hours per month to be provided by a physician trained in Psychiatry and .5 FTE's per week to be provided by a psychiatric nurse.
- (f) Medical Records Technician 1 FTE.
- (g) Dentist .1 FTE's

Section 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by Provider to render services hereunder shall be licensed, certified or registered, as appropriate. Provider will credential and maintain copies of all continuing medical education and licensure requirements for personnel. Specifically, all personnel will obtain the following:

(a) Current personnel and new employees commencing work at the Detention Facility after the effective date of this Agreement shall be given training to obtain Certified Correctional Health Professional status within six (6) months.

(b) Compliance with all applicable regulations of NCCHC. If the County so desires, Provider will begin the NCCHC accreditation process for the Detention Facility on behalf of County.

(c) All personnel provided or made available by Provider shall be licensed, certified, or registered in their respective areas of expertise as required by applicable Alabama law.

(d) All personnel will obtain required Occupational Safety Health Administration ("OSHA"), Health Insurance Portability and Accountability Act ("HIPAA") and Blood Borne Pathogen training, certification or license.

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

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

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

ARTICLE III INFORMATION AND MEDICAL RECORDS

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

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

Section 3.3 County Records Available to Provider with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide Provider, at Provider's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by Provider or as are pertinent to the investigation or defense of any claim related to Provider's conduct. Consistent with applicable law, County will make available to Provider such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as Provider may request. Any such information provided by County to Provider that County considers confidential, and to which County informs Provider, shall be kept confidential by Provider and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

Section 3.4 Medical Records.

(a) Provider shall maintain complete and accurate medical records for each inmate of the Detention Facility. Provider shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Alabama and Federal laws and County's policies and procedures. Each medical record shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the inmate. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records,

Provider shall comply with Alabama law and County's policy with regard to access by inmates and Detention Facility staff to medical records. No information contained in the medical records shall be released by Provider except as provided by County's policy, by a court order, or otherwise in accordance with applicable law.

(b) At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide Provider with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

ARTICLE IV: MEETINGS AND REPORTS

Section 4.1 Quarterly Meeting. The Corporate Medical Director/CEO will meet quarterly with the Sheriff and Detention Facility command staff. Such quarterly meetings will include reviewing quality assurance reports, expenses of Provider and County and any other matter applicable to this Agreement the parties wish to discuss.

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

ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

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

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

Section 5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by Provider during the term of this Agreement shall be purchased by Provider at its own cost. All maintenance and repair of equipment and

instruments will be conducted at Provider's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a County employee or agent. At the end of this Agreement, or upon termination, County shall be entitled to purchase Provider's equipment and instruments upon a mutually agreed depreciation schedule.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

Section 6.1 Term. This Agreement shall commence on October 1, 2013. Pursuant to Code Section 14-6-20, the initial term of this Agreement shall end on September 30, 2016, and may be extended for additional one-year terms, if mutually agreeable to both parties.

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

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

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

(c) Termination at Will of County. Pursuant to the Code Section 14-6-20, Provider may be removed at the will of the County Commission.

(d) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within ten (10) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

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

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

ARTICLE VII. COMPENSATION

Section 7.1 Compensation

(a) Base Compensation County will pay to Provider the annualized base price of \$1,746,318.12. County will pay to Provider the monthly base price of \$145,526.51 during the initial term of this Agreement, payable monthly. During the second year of the contract, pricing will include an increase equal to the Medical Price Index (MPI) component of the current US Department of Labor's Consumer Price Index (CPI), but not to exceed 3% over the first year's price. During the third year, pricing will include an increase equal to the Medical Price Index (MPI) component of the current US Department of Labor's Consumer Price Index (CPI), but not to exceed 3% over the second year's price. Provider will bill County prior to the month in which services are to be rendered. County agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Provider will be pro-rated accordingly for the shortened month.

(b) Cost Pool Out of the \$436,579.53 quarterly cost for healthcare services, a total amount of \$68,750.00 per quarter of this Agreement is allocated to a cost pool. This pool is to be used for non-formulary drugs as described in 1.2(e) the balance of the monies in this pool shall go to provide for any dental services exceeding the \$10,250.00 dollar quarterly budget and for the off-site care of the covered inmates.

QCHC's liability for costs associated with the health care services for inmates rendered outside the Detention Facility and for non-formulary pharmaceuticals for inmates inside the Detention Facility will be limited each quarter of the term of this agreement by this cost pool. If the cost of all care described in this paragraph exceed the amount within any said quarter of **\$68,750.00**, then QCHC will review all costs and claims for payment to determine that such costs and claims are proper, pay for the additional costs and claims and submit invoices supporting the payments to the County along with an invoice for 100% of the costs in excess of \$68,750.00 for said quarter.

If the cost of all care described in this paragraph do not exceed the amount within in any said quarter of **\$68,750.00**, the remaining balance shall be added to the following quarter. For example, upon the completion of Quarter 1 there remains a pool balance of \$20,000.00. Quarter 2 beginning pool balance would be increased by the remaining amount to \$88,750.00. Upon completion of the 4th Quarter of a contract year any remaining pool funds shall be retained by QCHC.

The excess medical insurance coverage will be provided by Montgomery County under separate contract.

Section 7.2 Inmates From Other Jurisdictions. Medical care rendered within the Detention Facility to inmates from jurisdictions outside Montgomery County, and housed in the Detention Facility pursuant to written contracts between County and such

other jurisdictions or the State of Alabama, or by statute will be the responsibility of Provider, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Detention Facility will be arranged by Provider, but Provider shall have no financial responsibility for such services to those inmates.

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

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

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

Section 8.2 Lawsuits Against County. In the event that any lawsuit is filed against County, its elected officials, employees and agents based on or containing any allegations concerning Provider's medical care of inmates and the performance of Provider's employees, agents, subcontractors or assignees, the parties agree that Provider, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

Section 8.3 Hold Harmless.

(a) Provider agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages,

judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of primary health care services conducted by Provider, it being the express understanding of the parties hereto that Provider shall provide the actual primary health care services. County shall promptly notify Provider of any incident, claim or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but Provider shall retain sole control of the defense while the action is pending, to the extent allowed by law.

(b) Notwithstanding the foregoing, County does hereby agree to indemnify and hold harmless Provider, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the Detention Facility, the County or their employees.

ARTICLE IX: SECURITY

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

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

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

ARTICLE X: MISCELLANEOUS

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

Section 10.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

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

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

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

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

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

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

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

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

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

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

Section 10.10 Liaison. The Sheriff shall serve as the liaison with Provider.

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

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

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

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

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

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

MONTGOMERY COUNTY COMMISSION

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF MONTGOMERY

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

Given under my hand this _____ day of _____.

Notary Public _____

My Commission Expires: _____

QCHC, INC.

By: _____

Its: _____

STATE OF ALABAMA

COUNTY OF SHELBY

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

Given under my hand this _____ day of _____.

Notary Public _____

My Commission Expires: _____



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

f. 334.264.7945 • t. 334.265.8573

www.hsy.com

MEMORANDUM

August 30, 2013

T 16

TO: Donnie Mims

FROM: Tommy Gallion

RE: Quality Correctional Health Care (QCHC, Inc)
Health Services Agreement

I have reviewed your August 29, 2013 memorandum and the August 21, 2013 e-mail from Scott Kramer outlining the three changes to the new contract. I also reviewed by prior correspondence from February 21, 2007 on this matter. I have reviewed proposed 2013 Health Services Agreement. I agree with Scott Kramer's changes in toto.

Page 13 requires the address for Montgomery County, which needs to be added. Also Section 10.5 Arbitration needs to be eliminated as it conflicts with Section 10.4 Dispute Resolution. Renumbering the remaining paragraphs will be necessary. The rest of agreement is fine, legal and binding upon all the parties.

I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. After the above corrections have been made, I see no reason why this agreement should not be executed if it is the desire of the Commissioners.

50051-317
4847681_1

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 4, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Excess Liability Insurance Renewal

On September 3, 2013, I met with the County Commission to discuss the excess liability insurance premium for the coming year. The coverage is for fiscal year October 1, 2013 through September 30, 2013 in the amount of \$184,152 which represents a 3% increase from the current year rates. The coverage amount is \$5 Million with a deductible of \$750,000. This coverage was secured through Junie Pierce of Colonial Insurance with States Self-Insurers Risk Retention Group. There are no changes to the policy. I am requesting this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator



INSURANCE PROPOSAL				
To: Colonial Insurance 5251 Hampstead High St, Unit 200 Montgome AL 36116-0000 Attn: Junie Pierce		From: Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 1300 Minneapolis, MN 55402-3332		
Proposal For: Montgomery County Commission		Proposal Expires On: 10/1/2013		
☒ Public Entity Broad Form Liability (including General Liability, Employment Practices Liability, Automobile Liability and Law Enforcement Liability and Public Officials Error & Omission Liability) in accordance with the terms, conditions and exclusions of the policy form.				
ONE YEAR PROPOSAL				
OPTION 1				
Company Limits \$5,000,000 /Occ \$5,000,000 /Agg	Self-Insured Retention Limit \$750,000 /Occ	PREMIUM \$170,512	TRIA \$5,115	TOTAL \$175,627
OPTION 2				
Company Limits \$0 /Occ \$0 /Agg	Self-Insured Retention Limit \$0 /Occ	PREMIUM \$0	TRIA \$0	TOTAL \$0
OPTION 3				
Company Limits \$0 /Occ \$0 /Agg	Self-Insured Retention Limit \$0 /Occ	PREMIUM \$0	TRIA \$0	TOTAL \$0
OPTION 4				
Company Limits \$0 /Occ \$0 /Agg	Self-Insured Retention Limit \$0 /Occ	PREMIUM \$0	TRIA \$0	TOTAL \$0
SPECIAL TERMS AND CONDITIONS				
Occurrence Policy Form ⇒ The quoted premium is net of commission. ⇒ All premiums are due at the inception date of the policy. ⇒ Premiums will be annually rerated to reflect experience and exposure. ⇒ TRIA Act Coverage must be elected or declined. If declined, a Terrorism exclusion will apply. ⇒ A coverage exclusion for Mold. ⇒ Lead Exclusion ⇒ Asbestos Exclusion Amendatory Endorsement ⇒ Policy Condition providing for Government Tort Cap & Immunity protection. ⇒ Coverage exclusion for nursing homes ⇒ Defense Costs Outside the Limit Endorsement ⇒ Land Use Exclusion Endorsement ⇒ Modified Definition of Damages & Earned Wages Definition End ⇒ All other terms and conditions remain the same.				
Please see attached for any additional terms and conditions.				
Jay Mathiason				8/27/2013
Signed				Date

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 4, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Excess Workers' Compensation Renewal

On September 3, 2013, I met with the County Commission to discuss the Excess Workers Compensation Insurance premium. The coverage is for fiscal year October 1, 2013 through September 30, 2014 in the amount of \$69,958 which represents a 6% increase from last year's premium. The rates were secured with Safety National Insurance through Junie Pierce of Colonial Insurance. The deductible will remain at \$600,000 (with the exception of \$750,000 for sworn officers). I am requesting this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

Montgomery County Commission (AL)

Excess Workers' Compensation Quotation

Carrier: **Safety National Casualty Corporation (A.M. Best Rating A+ (Superior) Financial Size XII)**

Policy Period: **October 1, 2013 to October 1, 2014**

CONTRACT TERMS	Current Program	Option 1	Option 2	% of Change Option 1
Estimated Annual Payroll	33,738,532	34,874,187	34,874,187	3.37%
Manual Premium	1,207,681	1,198,160	1,198,160	
SNCC Experience Modification Factor	1.00	1.00	1.00	
Standard Premium	1,207,681	1,198,160	1,198,160	-0.79%
Self Insured Retention - All Other	600,000	600,000	600,000	
Self Insured Retention - Police Officers	600,000	600,000	750,000	
Specific Excess Limit	Statutory	Statutory	Statutory	
Employers' Liability Limit	1,000,000	1,000,000	1,000,000	
Premium Rate (Per \$100 Payroll)	0.1950	0.2315	0.2006	18.72%
Term Minimum Premium	62,501	76,697	66,460	22.71%
Deposit Premium	65,790	80,734	69,958	22.71%

Endorsements:

Self-Insured Retention Per Occurrence - Police Officers & Drivers (Option 2)
 Incidental Longshoremen's and Harbor Workers' Compensation Act Coverage Endorsement
 Voluntary Compensation Endorsement - Premium Delineation
 Revisions To Service and Administration Section - Quarterly
 Policyholder Disclosure Notice of Terrorism Insurance Coverage
 Alabama Mandatory Endorsement(s), if applicable

Contingencies:

The quotations are subject to the following:

1. Full Employee Concentration details. The spreadsheet attached as missing information
2. The number of police cars that the county own and operate, to be received prior to or upon binding the renewal coverage.
3. Details of the indicated group employee transportation exposure.
4. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism loss exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%.
5. Subject to receipt, review and acceptance of information contained in SNCC's Employee Concentration Supplemental Information (08/04) form prior to binding (See Attached)

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 4, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Property Insurance Renewal

On September 3, 2013, I met with the County Commission to discuss the Property Insurance renewal effective 10/1/13. The property insurance premium for the coming year from October 1, 2013 through September 30, 2014 is \$97,253. This amount represents a 3.8% increase from last year's rates of \$.472 per \$1,000 of value to \$.49 per \$1,000 of value. The rates were secured through Junie Pierce of Colonial Insurance with Affiliated FM Insurance. There are no changes to the policy. I am requesting this item be placed on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator



INSURANCE PROPOSAL for Montgomery County Commission

To: Stephanie Henderson

From: Kendra P. McQueen

At: Colonial Insurance Agency

Date: 27 Aug 2013

A. POLICY TERM:

01-October-2013 to 01-October-2014

B. NAMED INSURED:

Montgomery County Commission, and its wholly or majority owned subsidiaries and any interest which may now exist or hereinafter be created or acquired which are owned, controlled or operated by any one or more of those named insureds.

C. POLICY LIMIT:

This company's liability will not exceed the respective Sub-Limits of Liability shown elsewhere for the coverages involved. However, in no event will the company's total Limit of Liability exceed \$190,000,000 as a result of any one occurrence, regardless of the number of perils, coverages or locations involved.

D. INSURANCE PROVIDED:

1. All risks of direct physical loss or damage, as defined and limited herein, on Real Property, Personal Property, Extra Expense, including the Extensions of Coverage applying at the following described locations:

Location Schedule:

1. 100 & 101 South Lawrence Street, Montgomery, AL, 36104, Index No. 085756.09
2. 131 South Perry Street, Montgomery, AL, 36104, Index No. 085758.26
3. 1111 Air Base Boulevard, Montgomery, AL, 36108, Index No. 085756.34
4. 225 & 250 S. McDonough Street and 251 S. Lawrence Street, Montgomery, AL, 36104, Index No. 085756.10
5. 125 Washington Avenue, Montgomery, AL, 36104, Index No. 085758.28
6. 200 Scott Street, Montgomery, AL, 36104, Index No. 085756.86
7. 3075 Mobile Highway, Montgomery, AL, 36108

2. All risks of direct physical loss or damage, as defined and limited herein, not to exceed the limits of liability specified for all coverages indicated and including Extensions of Coverage applying at the following described locations:

See Attached Location Schedule and Limits of Liability

E. SUB-LIMITS:

Unless otherwise stated below, the following sub-limits of liability will apply on a per occurrence basis for all coverages provided, and are part of, not in addition to, the above limit(s) of liability. For Annual Aggregate sub-limits the policy year will begin at the inception date of this policy and be concurrent with the anniversary dates of this policy.

1. \$30,000,000 Earth Movement (Annual Aggregate, for all coverages provided)
2. \$30,000,000 Flood (Annual Aggregate, for all coverages provided)
3. \$5,253,000 Extra Expense, not to exceed:
\$250,000 Combined for locations in Item 2 of Section D. INSURANCE PROVIDED
4. \$2,400,000 Electronic Data Processing Hardware

SEP 16 2013

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: August 28, 2013

SUBJECT: Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County

Request approval of the attached Amendment No. 4 to the above referenced contract, with Haynes Ambulance of Alabama, Inc., be placed on a future agenda for the County Commission meeting.

Amendment No. 4 will extend the contract for an additional three (3) month period, beginning October 1, 2013 and ending December 31, 2013, with no increase in price and no changes to the original specifications.

Attachment

MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 4

DATE: Sept. 3, 2013

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is hereby extended for a three (3) month period, beginning October 1, 2013 and ending December 31, 2013.

-All pricing and provisions of the contract shall remain the same.

WITNESS:

HAYNES AMBULANCE OF ALABAMA, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 16, 2013

Agenda
SEP 16 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- C-2013-125: Alabama Baseball Coaches Association, Inc., for the 2013 Community College Fall Sophomore Workouts and Fall Classic - \$750; (Polizos)
- C-2013-126: Montgomery County Historical Society / Montgomery Museum of History, for Educational Services and Equipment to Teach Citizens and Students About Montgomery County's History - \$500; (Polizos)
- NC-2013-115: BOE, Morningview Elementary School, for Principal's Discretionary Fund - \$500; (Polizos)
- NC-2013-116: BOE, Flowers Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)
- NC-2013-117: BOE, Dalraida Elementary School, for Principal's Discretionary Fund - \$1,000; (Polizos)
- NC-2013-118: City of Montgomery, to be used by BONDS to Support the Capitol Heights Civic Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Polizos)

DLM/tll

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer TT

DATE: September 11, 2013

SUBJECT: Invitation to Bid No. 53600-13B-028
MC-1-2013 Resurfacing Various County Roads

Request approval of award on the above referenced Invitation to Bid , to the low bid of Wiregrass Construction, for the amount of \$1,047,959.76, to be placed on the agenda for the County Commission meeting September 16, 2013. (Copy of spread sheet attached)

Coordination of award made with Mr. George Speake, County Engineer.

Attachment

**PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION**

ABSTRACT FOR BIDS:			BID NO			BID NO			BID NO		
INVITATION TO BID NO: 53600-13B-028			Wiregrass Construction			Asphalt Contractors, Inc.			APAC-Midsouth, Inc.		
DATE ISSUED:			1342 Carmichael Way			6730 Taylor Circle			4238 Western Blvd		
DATE OPENED: September 5, 2013			Montgomery, AL 36106			Montgomery, AL 36117			Montgomery, AL 36108		
REQUESTING DEPARTMENT:											
Engineering Department											
TERMS OF PAYMENT/DISCOUNT:											
DELIVERY DATE:											
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EXTENDED AMOUNT
1	Item No. 405A-00	6,666 Gallons		4.75	31,663.50	2.80	18,664.80	2.90	19,331.40		
	6,666 Gallons Tack Coat										
2	Item No. 408A-052	7,654 S.Y.		1.30	9,938.50	1.55	11,849.75	2.35	17,965.75		
	7,654 S.Y. Planing Existing Pavement										
3	Item No. 424A-360	17,499 Tons		56.50	998,693.50	57.35	1,003,567.65	64.80	1,133,935.20		
	17,499 Tons Superpave Bituminous Concrete Wearing Surface Layer										
4	Item No. 600A-000	1 Lump Sum		10,000	10,000	40,400	40,400	18,000	18,000		
	1 Lump Sum Construction Fuel										
5	Item No. 698A-000 Constr Fuel	1 Lump Sum		0	0	0	0	.01	.01		
6	Item No. 740B-000	1,019 S.F.		6.54	6,664.26	3.00	3,057.00	.01	10.19		
	Construction Signs										
7	Item No. 7400-000 1 Each Pilot Car	1 Each		1,000	1,000	2,700	2,700	9,000	9,000		
	TOTAL BID AMOUNT:				1,047,959.76		1,080,239.20		1,198,242.55		

COMMENTS: There was only 3 bids picked up.

BIDSHEET.XLS

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager *ps*

DATE: August 21, 2013

SUBJECT: Bid No. 52110-13B-027,
Maintenance of County Vehicles

Request approval of award on the above referenced bid, to the low bid of J. Wright's Automotive, in the amount of \$429.44, based on unit pricing, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed after the first year but shall not exceed 5% per year.

Coordination of award made with Sheriff D.T. Marshall, Sheriff's Office.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID
BID NO. 52110-138-027				J. WRIGHT'S AUTOMOTIVE - ATTN: JULIUS WRIGHT - PHONE #262-4964;		BEST BUY AUTOMOTIVE & TIRE - ATTN: ROBERT L. JONES - PHONE #244-8083		NO BID RECEIVED: STIEVERS FORD				
ISSUED DATE: AGUST 5, 2013												
BID OPENING : AUGUST 20, 2013												
SHERIFF												
TERMS OF PAYMENT / DISCOUNT:												
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
1	CONV OIL 5 QT	EA	1	\$27.72	\$27.72	\$25.99	\$25.99					
2	CONV OIL 6 QT	EA	1	\$30.91	\$30.91	\$29.59	\$29.59					
3	CONV OIL 7 QT	EA	1	\$34.09	\$34.09	\$33.19	\$33.19					
4	SYN. OIL 5WX20	EA	1	\$36.41	\$36.41	\$59.99	\$59.99					
5	SYN OIL 5 X 20 6 QT	EA	1	\$41.33	\$41.33	\$65.98	\$65.98					
6	SYN OIL 7 QT	EA	1	\$46.24	\$46.24	\$71.97	\$71.97					
7	AIR FILTER CHEV/GM	EA	1	\$16.89	\$16.89	\$15.00	\$15.00					
8	AIR FILTER FORD	EA	1	\$11.85	\$11.85	\$10.00	\$10.00					
9	AIR FILT;DODGE INTR	EA	1	\$11.85	\$11.85	\$15.00	\$15.00					
10	AIR FIL;CAD HEARSE	EA	1	\$12.00	\$12.00	\$15.00	\$15.00					
11	TIRE ROTATION	EA	1	\$6.00	\$6.00	\$10.00	\$10.00					
12	DIESEL ENG OIL CHG	EA	1	\$111.50	\$111.50	\$99.99	\$99.99					
13	WINDSHIELD WASH	EA	1	\$1.44	\$1.44	INCLUDED						
13	POWER STEER	EA	1	\$1.00	\$1.00	INCLUDED						
14	BRAKE FLUID	EA	1	\$1.00	\$1.00	INCLUDED						
15	TRANSMISSION	EA	1	\$3.25	\$3.25	INCLUDED						
16	50/50 ANTI-FREEZE	EA	1	\$10.98	\$10.98	INCLUDED						
17	DIFFERENTIAL FLUID	EA	1	\$9.99	\$9.99	INCLUDED						
TOTAL BID AMOUNTS												

Notes:

13-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 4, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Probate Judge's Office

During the September 3, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Customer Service Clerk, Position Number 750016034 on the next agenda for the Probate Judge's Office.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETE ACTION DATES

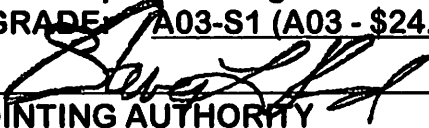
1. __dept request
2. __admin review
3. __pers dept
4. __cert to admin
5. __dept selection
6. __final review

DEPARTMENT: PROBATE

APPOINTING AUTH.: Steven L. Reed

SUPERVISOR: William D. Flowers, III

1. POSITION TITLE: Customer Service Clerk
POSITION NUMBER: 750016034
PROPOSED EFFECTIVE DATE: 9/2/2013
TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY
RECRUITING:
☐ Promotional Transfer ☐ Transfer
☒ Open Competitive Register ☐ Reemployment
PAY GRADE: A03-S1 (A03 - \$24,414 - \$34,753) (S1-\$24,414).


APPOINTING AUTHORITY

8/26/2013
Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED
☐ DISAPPROVED

FUNDING AUTHORITY

Date

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

PERSONNEL DIRECTOR

Date

4. SELECTEE: _____

APPOINTING AUTHORITY

Date

5. _____ Manpower data entered by _____

Date

_____ Payroll entered by _____

Date

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1818

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

SEP 16 2013

September 9, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy County Administrator 

RE: Irregular Step Increase

I have received a request from Terri Henderson, Revenue Manager, for an irregular step increase for Twala Jackson, Revenue Auditor, in the Tax & Audit Department. As the memo indicated, Twala Jackson has demonstrated leadership and initiative in working to maintain the day to day workflow and deadlines. She willingly took on this role in my extended absence as well as the absence of our Senior Revenue Auditor. She handled the department duties and accomplishments with very little compensatory time earned. In addition, Ms. Jackson excelled in accomplishing her own duties while directing others in the department.

I agree with Terri Henderson's recommendation for Twala Jackson and believe her work has been outstanding and worthy of an irregular step increase. This item was discussed during the Working Session on September 3, 2013 and I was advised by the Commission to place on the next agenda for approval for the September 16, 2013 Commission Meeting.

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

JAM/tm

Attachments

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

MEMORANDUM

DATE: August 26, 2013

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson *Terri A. Henderson*
Revenue Manager *08/26/13*

RE: Irregular Step Pay Increase For Twyla Jackson, Revenue Auditor

This memorandum is being submitted to respectfully request consideration be given toward approving a one-step Irregular Step Pay Increase for Twyla Jackson, Revenue Auditor, in the Tax & Audit Department. During the extended time that both I and our Senior Revenue Auditor were out on leave this summer, Ms. Jackson demonstrated leadership and initiative in working to maintain the day to day workflow in our office and by providing direction and training to our staff. During the time I was out, Ms. Jackson maintained close contact with me on a daily basis to ensure that priorities within the Tax & Audit Department were identified, communicated to staff and timely completed. During this same time, Ms. Jackson not only excelled in accomplishing various and numerous reconciliation tasks and her audit assignments in a timely manner but she also successfully demonstrated her knowledge and ability to ensure that our month end reports were accurately and timely finalized and submitted each month. Additionally, Ms. Jackson has completed the ALTIST Training required to obtain certification as a Certified Revenue Examiner. I believe we have a vested interest to ensure that our highly trained employees are retained. As such, I respectfully request consideration for the approval of a one-step irregular pay increase for Twyla Jackson from Pay Grade A07, Step 3, to Pay Grade A07, Step 4, effective with the pay period beginning September 16, 2013.

Please discuss this matter with the Montgomery County Commission at your earliest convenience. I would greatly appreciate your assistance in getting this matter added to the agenda for discussion at the next Montgomery County Commission meeting on Tuesday, September 3, 2013, or as soon as possible thereafter. Thank you in advance for your prompt consideration, action and response to this request.

tah

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 16 2013

Request # 2

Date: September 9, 2013
To: Donald L. Mims, Administrator
From: George M. Noblin, Board of Registrars
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL

Departure Date: October 23, 2013

Return Date: October 24, 2013

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Attend Alabama Law Institute (ALI) Election Conference for Boards of Registrars

Traveler (s) Name: 1. George M. Noblin 4. _____
2. Lee Sellers 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$847.00

Advance Registration Required: \$450.00

Department Name: Board of Registrars

Fund Name: General Fund 001-51920

Additional Comments: Mileage, Lodging & Meals

All expenses will come from the 2014 Budget.

To: George M. Noblin, Board of Registrars

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$847.00 and advance registration of \$450.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51920.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$1,500.00

Approved Requests: \$644.00

Budget Available: \$856.00

Current Requests: \$0.00

Budget Balance: \$856.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/11/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 16 2013

Request # 14

Date: September 10, 2013
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: October 24, 2013 Return Date: October 25, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To attend the 2013 Election Conference

Traveler (s) Name: 1. Steven L. Reed 4. _____
2. William Flowers, III 5. _____
3. Daniel Baxter 6. _____

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

Total (est.) Cost: \$1,836.00 Advance Registration Required: \$675.00

Department Name: Probate Fund Name: Probate

Additional Comments: \$1,224.00 from (001-51300-265)
\$612.00 from (001-51910-265)
All expenses will be paid from the 2014 Budget

To: Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,836.00 and advance registration of \$675.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	<u>001-51910.265</u>
Description:	<u>Reg & Training</u>	<u>Reg & Training</u>
Current Budget:	<u>\$10,548.00</u>	<u>\$1,500.00</u>
Approved Requests:	<u>\$10,547.08</u>	<u>\$1,246.46</u>
Budget Available:	<u>\$0.92</u>	<u>\$253.54</u>
Current Requests:	<u>\$0.00</u>	<u>\$0.00</u>
Budget Balance:	<u>\$0.92</u>	<u>\$253.54</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/10/2013

cc: Finance Director / Buyer

16-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

SEP 16 2013

Date: September 12, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA
Departure Date: October 7, 2013 Return Date: October 10, 2013
Conference Leave (Days / Hours): 4-day
Purpose of Travel: General Appraiser Report Writing and Case Studies

Traveler (s) Name: 1. Terry Gray 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$995.00 Advance Registration Required: \$595.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$595.00
Mileage/food of \$400.00
All Expenses will be paid from the 2014 Budget

To: Clay Henley, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$995.00 and advance registration of \$595.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$11,495.78</u>	
Budget Available:	<u>\$18,504.22</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$18,504.22</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/12/2013

cc: Finance Director / Buyer

163

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 66

Agenda

SEP 16 2013

Date: September 11, 2013

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: September 20, 2013

Return Date: September 20, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: To Attend: Jury Instructional Meeting

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☒

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$125.00

Advance Registration Required: \$0.00

Department Name: District Attorney

Fund Name: 760-51260-265

Additional Comments: Ms Brooks Would Like the Option of Using Either Vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 09/16/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$45,000.00

Approved Requests: \$44,746.71

Budget Available: \$253.29

Current Requests: \$125.00

Budget Balance: \$128.29

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 9/12/2013

cc: Finance Director / Buyer

16-4