REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

SEPTEMBER 5, 2017

AGENDA

INFORMATION SESSION

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

Prayer

Reports from Staff:

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

Comments from Scheduled Attendees:

Probate Judge Steven L. Reed and Director of Elections Darryl Parker
Executive Vice President of Transportation David Reed and Transportation Engineer Jeff Fennell with Goodwyn, Mills and Cawood
Founder Maria Ashmore and Financial Coordinator Martha Smith with Women of Hope
Executive Director Blake R. Thomas with the Montgomery Symphony Orchestra
Acting Juvenile Court Administrator Beverly Wise
Executive Director Kaye Harris with One Place Family Justice Center
Chief Appraiser Clay Henley
Finance Director Sherrill Thomas

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Singleton

Pledge of Allegiance Led by Commissioner Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of August 21, 2017

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Presentation of Proposed 2017-2018 Operating Budget and Emergency Management Communications District Board Budget for Review and Comments

2. Consider Authorization to Ratify an Interlocal Cooperation Agreement with the City of Montgomery for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2017, Sheriff's Office

3. Consider Authorization of Renewal of Pictometry Connect Custom Access License Agreement, Appraisal Department

4. Consider Authorization of Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement, Appraisal Department

5. Consider Authorization of Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission

6. Consider Authorization of a BBVA Compass Bank Commercial Card Agreement and Related Addendum to Commercial Card Agreement, Incentive Payment Agreement, County Commission

7. Consider Authorization of Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning October 1, 2017 and ending September 30, 2018, Youth Facility

8. Consider Authorization of Renewal of Memorandum of Agreement with the City of Montgomery regarding the Director of Risk Management Position, County Commission

9. Consider Authorization of Amendment Number 1 to Contract with Gulf Atlantic Culvert Co., Inc., regarding a One (1) Year Extension and 2% Pricing Increase for Metal Pipe, Engineering Department

10. Consider Authorization of Amendment Number 3 to Contract with Sea Coast Disposal, Inc., regarding a One (1) Year Extension and 4.9% Pricing Increase for Clean Saturday Refuse Collection Services, County Commission

11. Consider Authorization of Property Insurance Renewal with Affiliated FM Insurance Company, Secured through Colonial Insurance, Risk Management

12. Consider Authorization of Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Colonial Insurance, Risk Management

13. Consider Authorization of Excess Health Insurance Renewal with Optum Insurance, Secured through Alliance Insurance Group, Risk Management

14. Consider Authorization of Life Insurance and Accidental Death and Dismemberment Policy Renewal for County Employees with Standard Life, Secured through Harmon Dennis Bradshaw, Inc., Risk Management

15. Consider Authorization of Blue Cross Blue Shield Health Plan Administrative Fees, COBRA, Dental, Workers Compensation Insurance Renewal and Flexible Spending Account Administration, Risk Management

16. Consider Authorization of Vision Plan Renewal with VSP Secured through Harmon Dennis Bradshaw, Inc., Risk Management

17. Consider Authorization of Excess Workers' Compensation Insurance with New York Marine & General Insurance, Secured through Palomar Insurance, Risk Management

18. Consider Authorization of Payment of 2017-2018 Membership Dues to the Association of County Commissions of Alabama (ACCA), County Commission

19. Consider Authorization of Miscellaneous Appropriations Reprogramming Requests, County Commission

20. Consider Authorization of Bid Award to Climate Service for Preventive Maintenance of HVAC for Various County Buildings, Bid Number 51901-17B-027, Support Services

21. Consider Authorization of Budget Change Request Number 63 to the Montgomery Museum of Fine Arts for the Art in Concert Event in the Amount of $2,000, County Commission Appropriations

22. Consider Authorization of Budget Change Request Number 64 to Americare Financial Group, Inc., for the Positive Environment Engaging Recovery Support (P.E.E.R.S.) Program for a Passenger Van in the Amount of $8,000, County Commission Appropriations

23. Consider Authorization of Budget Change Request Number 65 to the Helping Montgomery Families Initiative (HMFI) for Program Expenses for Fiscal Year 2017-2018 in the Amount of $100,000, County Commission Appropriations

24. Consider Authorization of Budget Change Request Number 2, Appraisal Department

25. Consider Authorization of Budget Change Request Number 2, Risk Management

26. Consider Authorization to Hire a Community Corrections Officer at Step 4, Pay Grade A06 ($40,126), Community Corrections

27. Consider Authorization of Position Fill Requests – Detention Facility (2)
    - Corrections Officer Trainee, Position Number 500419026
    - Corrections Officer Trainee, Position Number 500419045

28. Consider Authorization of Position Fill Request – Sheriff's Office (1)
    - Building Security Officer, Position Number 550718168

29. Consider Authorization of Position Fill Request – Youth Facility (1)
    - Administrative Support Specialist, Position Number 900015002

30. Consider Travel/Training Requests (8)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 4, 2017	County Holiday (Labor Day)
SEPTEMBER 5, 2017	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.
SEPTEMBER 25, 2017	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 9. 2017	County Holiday (Columbus Day)
OCTOBER 10, 2017	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 23, 2017	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 6, 2017	Regular County Commission Meeting 5:00 p.m. - Information Session 6:30 a.m. - Formal Session Ramer United Methodist Church 15153 Hobbie Road Ramar, AL 36069 After Conclusion of the Formal Session, an Information Session may be conducted
NOVEMBER 10, 2017	County Holiday (Observance of Veterans Day)
NOVEMBER 20, 2017	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.

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 8-18-17

Check Number	To	Check Number
270680		270763
Total Checks Paid		$798,172.84

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

AGENDA

SEP - 5 2017

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 8-18-17

Check Number	To	Check Number
270764		270824
Total Checks Paid		$351,059.37

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

AGENDA

SEP -5 2017

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 8-25-17

Check Number	To	Check Number
270825		271284
Total Checks Paid		$49,480.00

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

POLL WORKERS

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 8-25-17

Check Number	To	Check Number
271285		271306
Total Checks Paid		$118,026.91

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

AGENDA

SEP - 5 2017

9-5-17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 8-25-17

Check Number	To	Check Number
271307		271384
Total Checks Paid		$491,848.64

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

AGENDA

SEP - 5 2017

9/5/17 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
9/1/17

Payroll Check Number	128612	To	Payroll Check Number	128676	$	48,235.47
Direct Deposits					$	865,662.68
Payroll Check Number	128677	To	Payroll Check Number	128696	$	256,395.70
Direct Deposits					$	401,570.83
Federal Deposits					$	328,037.05
Total Payroll Paid					$	1,899,901.73

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

AGENDA

SEP -5 2017

Proposed Annual Budget
Montgomery County Commission
Montgomery, Alabama
Fiscal Year
October 1, 2017 to September 30, 2018

Presented September 5, 2017

Elton N. Dean, Sr., Chairman
Ronda M. Walker, Vice Chairman
Daniel Harris, Jr., Member
Isaiah Sankey, Member
Doug Singleton, Member

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

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ANNUAL BUDGET 2017-2018

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
2017 - 2018 BUDGET

	ESTIMATED REVENUES	ESTIMATED APPROPRIATIONS
General Fund	$ 74,068,238	$ 74,068,238
Emergency Fund	30,000	0
Workers' Compensation Fund	351,000	351,000
Health Trust Fund	12,563,000	12,563,000
R.E. Life Ins. Fund	100,000	100,000
Liability Fund	586,000	786,000
Gasoline Tax Fund	9,965,513	9,965,513
Public Buildings/Roads/Bridges Fund	6,691,000	7,503,613
Public Highways & Traffic Fund	458,500	600,000
Capital Improvement	832,000	832,000
RRR Gasoline Tax Fund	1,968,000	3,695,000
Severed Material Tax Fund	150,000	150,000
Appraisal Fund	2,975,346	2,975,346
Merit System Fund	1,248,298	1,248,298
Community Corrections	890,726	890,726
Grant Fund	644,406	644,406
G.O. Warrants - 2007 Fund	3,919,654	3,919,654
G.O. Warrants - 2010 Fund	1,349,500	1,349,500
Less: Fund transfer elimination	(14,015,636)	(14,015,636)
TOTAL	$ 104,775,545	$ 107,626,658
ADD: BUDGETARY FUND BALANCE		
Emergency Fund	(30,000)	
Liability Fund	200,000	
Public Buildings/Roads/Bridges Fund	812,613	
Public Highway and Traffic Fund	141,500	
RRR Gasoline Tax Fund	1,727,000	
TOTAL BUDGETARY FUND BALANCE	2,851,113	
TOTAL PROPOSED BUDGET	**$ 107,626,658**	**$ 107,626,658**

Funds included in budget:
- General Fund
- Special Revenue Funds
- Debt Service Funds

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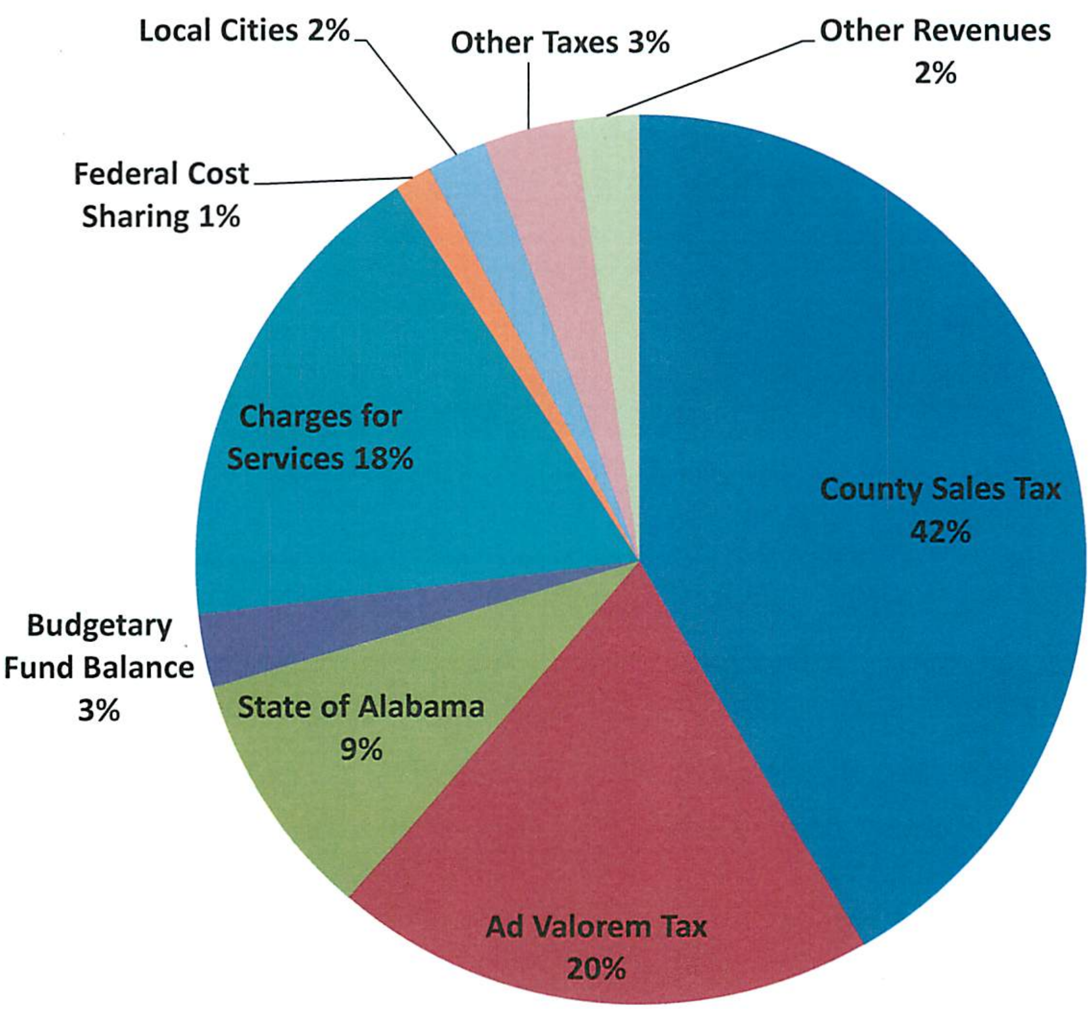
FUNDS NOT INCLUDED IN OPERATING BUDGET

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

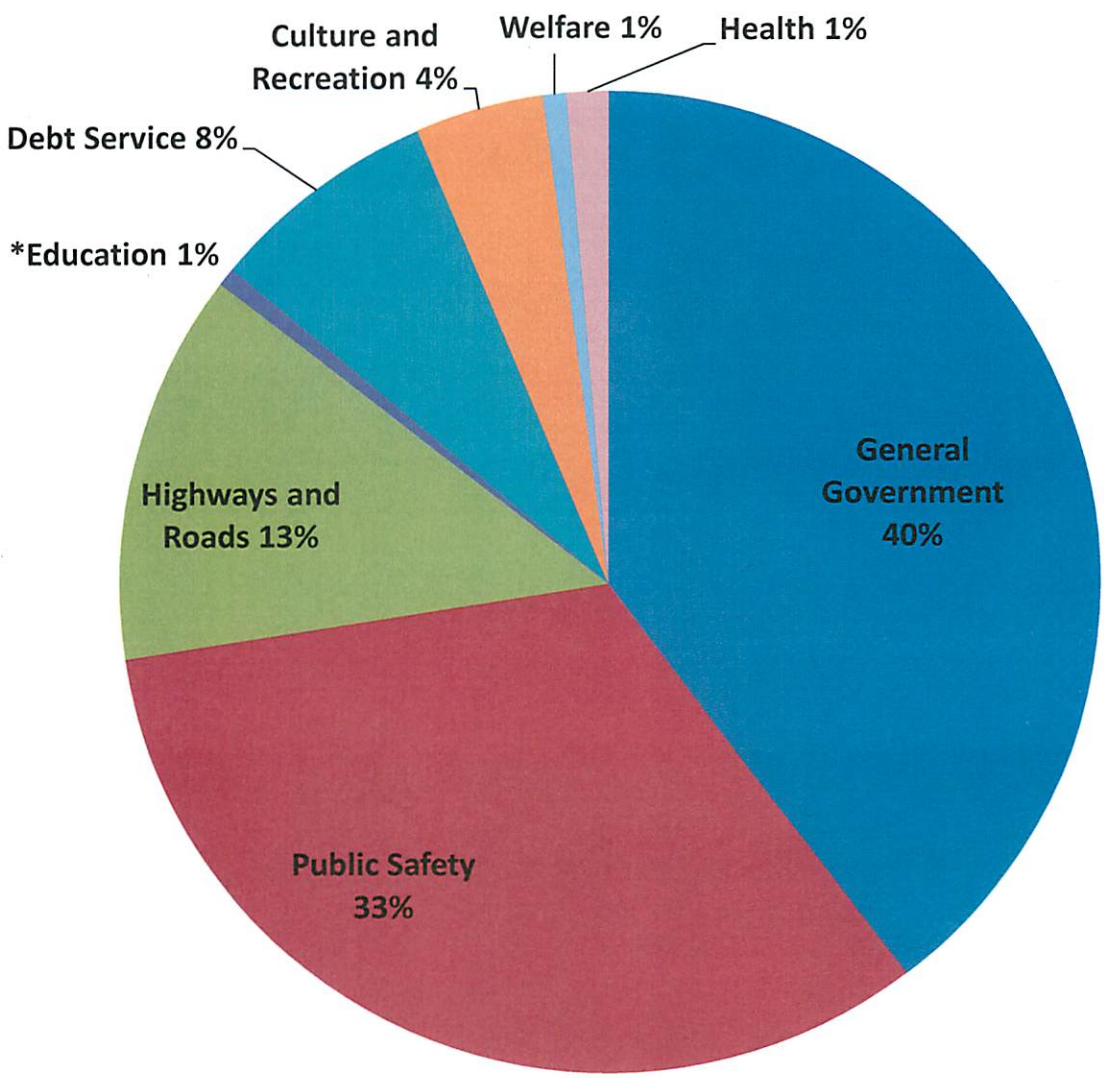
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2017-2018

Type	Percentage		Total
County Sales Tax	42%		$ 44,770,000
Ad Valorem Tax	20%		21,294,605
State of Alabama	9%		9,802,159
Budgetary Fund Balance	3%		2,851,113
Charges for Services	18%		18,981,840
Federal Cost Sharing	1%		1,445,532
Local Cities	2%		2,356,920
Other Taxes	3%		3,564,000
Other Revenues	2%		2,560,489
Miscellaneous		1,205,816	
Interest		80,800	
Licenses and Permits		582,100	
Board of Education		653,773	
Fines and Forfeitures		38,000	
	100%		$ 107,626,658



Montgomery County Commission
Appropriations
2017-2018

Type	Percentage	Total
General Government	40%	$ 42,637,245
Public Safety	33%	35,444,383
Highways and Roads	13%	13,810,513
Education	1%	672,326
Debt Service	8%	8,149,838
Culture and Recreation	4%	4,571,588
Welfare	1%	840,534
Health	1%	1,500,231
	100%	$ 107,626,658



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

Summaries of

DEPARTMENTAL

and

FUND BUDGETS

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

GENERAL FUND

ESTIMATED REVENUES		
TAXES		
Ad Valorem Tax	$	13,700,000
County Sales Tax		44,770,000
Salaries for Revenue Commissioner		221,000
County Beer and Wine Tax		134,000
Lodging Tax		2,650,000
Other Tax		780,000
TOTAL TAXES		62,255,000
LICENSE & PERMITS		500,100
INTERGOVERNMENTAL		
State Shared Revenue		1,821,890
State Cost Sharing Revenue		1,647,300
Federal Cost Sharing		1,202,532
Local Government Cost Sharing		312,000
TOTAL INTERGOVERNMENTAL		4,983,722
CHARGES FOR SERVICES		
Court Fees		909,000
Fees & Commissions - Public Officials		4,156,700
Other Fees & Charges		111,100
TOTAL CHARGES FOR SERVICES		5,176,800
FINES AND FORFEITURES		38,000
MISCELLANEOUS		
Interest		10,800
Sales & Rentals		491,816
Other		612,000
TOTAL MISCELLANEOUS		1,114,616
TOTAL ESTIMATED REVENUES	$	74,068,238

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MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

GENERAL FUND

APPROPRIATIONS		
GENERAL GOVERNMENT		
County Commission	$	863,084
Risk Management		233,933
Public Affairs		87,496
Finance Department		518,828
Judges		477,924
District/Circuit/Domestic Relations Court		3,200
Circuit Clerk		32,465
District Attorney		3,049,634
Pre-Trial/District Attorney		699,833
Court Reporters		166,576
Probate Judge's Office		4,014,081
Revenue Commissioner		1,434,087
Tax and Audit Division		857,119
Support Services/Purchasing		3,426,409
Building Permits		41,414
Election Operating		278,041
Election Administration		384,574
Board of Registrars		288,423
Tax Equalization Board		5,824
Veterans Service Office		700
Forestry Commission		12,150
Industrial Park Utilities/Maintenance		43,000
Industrial Development		43,750
Information Systems		2,071,795
Contingent		25,000
Unemployment Compensation		6,000
TOTAL GENERAL GOVERNMENT	$	19,065,340
PUBLIC SAFETY		
Sheriff's Office	$	14,027,846
Montgomery County Detention Facility		16,121,337
Montgomery City-County Emergency Management Agency		123,539
Coroner's Office		117,280
Youth Facility Net of City Funding		2,953,725
Youth Facility - DYS Subsidy		281,930
Youth Facility - DYS Boot Camp		490,000
Crimestoppers		5,000
Montgomery County Association of Volunteer Fire Departments		190,000
TOTAL PUBLIC SAFETY	$	34,310,657
SANITATION- Transfer Station & Storm Water Permit	$	148,273

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

GENERAL FUND

HEALTH		
Health Department	$	470,243
Montgomery Area Mental Health Authority		170,000
Family Sunshine Center		31,700
VOCAL		5,000
Animal Shelter		500,000
Chemical Addictions Program, Inc.		37,500
Lighthouse Counseling Center, Inc.		19,200
Council on Substance Abuse - NCADD		11,700
Mosquito Control		58,365
Sickle Cell Foundation		15,750
Community Care Network		17,500
Red Cross		15,000
TOTAL HEALTH	$	1,351,958
WELFARE		
Transfer of Insane	$	7,101
Restor		5,000
Child Protect		3,750
Brantwood Children's Home		12,500
Montgomery Community Action Agency		32,500
Central Alabama Aging Consortium		15,000
Montgomery Area Council on Aging		32,500
Montgomery Area Food Bank		3,750
Pauper Burial		6,000
Joint Public Charity Hospital Board		94,000
Indigent Hospitalization Program		52,500
School to Work/ Summer Apprentice Program		146,777
Central Alabama Community Foundation (BONDS)		7,750
Department of Human Resources		20,000
TOTAL WELFARE	$	439,128
CULTURE & RECREATION		
City - County Library	$	2,109,341
Pike Road Library net of Town of Pike Road funding		164,458
Montgomery Museum of Fine Arts		1,574,911
Montgomery County Recreation Board		495,691
Boys & Girls Clubs		12,500
The United Community Improvement		4,687
Unified YMCA		30,000
ECHO		5,000
Alabama Shakespeare Festival		175,000
TOTAL CULTURE & RECREATION	$	4,571,588

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

GENERAL FUND

APPROPRIATIONS

EDUCATION		
City/County School Bonds	$	406,216
Montgomery Education Foundation		45,000
Auburn Extension Service		115,570
Montgomery Internal Medicine Residency Program (UAB)		22,500
Thelma Morris After School Program		25,000
Latchkey		28,040
YMCA Childcare Program		30,000
TOTAL EDUCATION	$	672,326
CLASSIFIED BY CHARACTER ONLY		
In-House Appropriations- General Government Category	$	1,645,764
In-House Appropriations-Retiree Health & Life Insurance		2,495,688
Reclassification Reserve		(600,000)
Montgomery Co Building Authority 2006-2015 Capital Lease Obligation		4,475,060
Montgomery Co Public Education Cooperative District Series 2015 Bonds		1,062,600
Education Debt Service Funding		(1,062,600)
Montgomery Energy Conservation Project 2012 G.O. Warrants		398,588
Montgomery Energy Conservation Project 2014 G.O. Warrants		394,436
Agency Appropriations-General Government Category		870,755
TOTAL CLASSIFIED BY CHARACTER ONLY		9,680,291
TOTAL APPROPRIATIONS	$	70,239,561
TRANSFERS		
To Community Corrections Fund		380,726
To Merit Fund		262,143
To Construction Programs Fund		304,054
To General Obligation Warrant Debt Service Funds		5,269,154
Education Debt Service Funding		(2,387,400)
TOTAL TRANSFERS	$	3,828,677
TOTAL APPROPRIATIONS & TRANSFERS	$	74,068,238

EMERGENCY FUND

ESTIMATED REVENUES		
MISCELLANEOUS		
Interest	$	30,000
TOTAL ESTIMATED REVENUES	$	30,000
APPROPRIATIONS		
GENERAL GOVERNMENT-Miscellaneous Expenditures	$	-
BUDGETARY FUND BALANCE	$	30,000

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES		
Workers Compensation Contributions	$	325,000
Other reimbursements		24,000
Interest		2,000
TOTAL ESTIMATED REVENUES	$	351,000
APPROPRIATIONS		
Workers' Compensation Expenditures	$	351,000
TOTAL APPROPRIATIONS	$	351,000

HEALTH INSURANCE FUND

ESTIMATED REVENUES		
Premiums	$	12,560,000
Interest		3,000
TOTAL ESTIMATED REVENUES	$	12,563,000
APPROPRIATIONS		
Health Care Costs	$	12,563,000
TOTAL APPROPRIATIONS	$	12,563,000

RETIRED EMPLOYEE LIFE INSURANCE FUND

ESTIMATED REVENUES		
Premiums	$	100,000
TOTAL ESTIMATED REVENUES	$	100,000
APPROPRIATIONS		
Death Benefit Payments	$	100,000
TOTAL APPROPRIATIONS	$	100,000

LIABILITY FUND

ESTIMATED REVENUES		
Premiums	$	580,000
Interest		6,000
TOTAL ESTIMATED REVENUES	$	586,000
Budgetary Fund Balance		200,000
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	$	786,000
APPROPRIATIONS		
Liability Ins. Costs	$	786,000
TOTAL APPROPRIATIONS	$	786,000

GASOLINE TAX FUND

ESTIMATED REVENUES		
STATE SHARED REVENUE		
State Gasoline Tax	$	1,645,000
STATE COST SHARING REVENUE		
Engineer's & Assistant Engineer's Salary reimbursement		114,900
MISCELLANEOUS		
Other		102,000
TOTAL ESTIMATED REVENUES	$	1,861,900
TRANSFERS		
From Public Highway & Traffic Fund		600,000
From Public Building/Roads/Bridges		7,503,613
TOTAL TRANSFERS		8,103,613
TOTAL ESTIMATED REVENUES AND TRANSFERS	$	9,965,513
APPROPRIATIONS		
HIGHWAYS & ROADS		
Construction	$	1,812,320
District I		1,694,115
District II		1,812,791
District III		2,118,741
County Engineer's Office		1,393,991
County Shop		708,881
Bridge Maintenance		419,674
Environmental Cleanup		5,000
TOTAL APPROPRIATIONS	$	9,965,513
TOTAL APPROPRIATIONS & TRANSFERS	$	9,965,513

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES		
TAXES		
Ad Valorem Tax	$	6,675,000
MISCELLANEOUS		
Interest		16,000
TOTAL ESTIMATED REVENUES	$	6,691,000
Budgetary Fund Balance		812,613
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	$	7,503,613
APPROPRIATIONS	$	-
TRANSFERS		
To Gasoline Tax Fund	$	7,503,613
TOTAL TRANSFERS		7,503,613
TOTAL APPROPRIATIONS & TRANSFERS	$	7,503,613

PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES		
License & Permits	$	82,000
State Shared Revenue		310,000
Charges for Services		66,500
TOTAL ESTIMATED REVENUES	$	458,500
Budgetary Fund Balance		141,500
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	$	600,000
TRANSFERS		
Transfer to Gasoline Tax Fund	$	600,000
TOTAL TRANSFERS	$	600,000

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES		
State Shared Revenue	$	830,000
Interest		2,000
TOTAL ESTIMATED REVENUES	$	832,000
APPROPRIATIONS		
Buildings Repair and Improvements	$	832,000
TOTAL APPROPRIATIONS	$	832,000

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

RRR GASOLINE TAX FUND

ESTIMATED REVENUES		
STATE SHARED REVENUES		
Motor Vehicle License - Act 84-186	$	428,000
Petroleum Inspection Fee - Act 84-185		117,000
4 cent Gasoline Tax		920,000
5 cent Gasoline Tax		460,000
Additional excise tax		32,000
TOTAL STATE SHARED REVENUES	$	1,957,000
MISCELLANEOUS		
Interest	$	11,000
TOTAL ESTIMATED REVENUES	$	1,968,000
Budgetary Fund Balance		1,727,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	$	3,695,000
APPROPRIATIONS		
Restriping & Resigning		115,000
Resurfacing		3,580,000
TOTAL APPROPRIATIONS	$	3,695,000

SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES		
STATE SHARED REVENUE	$	150,000
TOTAL ESTIMATED REVENUES	$	150,000
APPROPRIATIONS		
Road Bldg Materials and Supplies	$	150,000
TOTAL APPROPRIATIONS	$	150,000

APPRAISAL FUND

ESTIMATED REVENUES		
COST SHARING		
State of Alabama	$	564,203
Montgomery County		698,605
Board of Education		653,773
Local Cities		1,058,765
TOTAL ESTIMATED REVENUES	$	2,975,346
APPROPRIATIONS		
General Government	$	2,975,346
TOTAL APPROPRIATIONS	$	2,975,346

MONTGOMERY COUNTY COMMISSION
2017 - 2018 BUDGET

MERIT SYSTEM FUND

ESTIMATED REVENUES		
City of Montgomery	$	986,155
TRANSFERS		
Transfer from General Fund		262,143
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	$	1,248,298
APPROPRIATIONS		
General Government	$	1,248,298
TOTAL APPROPRIATIONS	$	1,248,298

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES		
Alabama Department of Corrections	$	360,460
Client Fees		149,540
TOTAL ESTIMATED REVENUES	$	510,000
TRANSFERS		
Transfer From General Fund		380,726
TOTAL ESTIMATED REVENUES	$	890,726
APPROPRIATIONS		
Public Safety	$	890,726
TOTAL APPROPRIATIONS	$	890,726

GRANT FUND

ESTIMATED REVENUES		
Federal and State Grants	$	644,406
TOTAL ESTIMATED REVENUES	$	644,406
APPROPRIATIONS		
Grant Appropriations	$	644,406
TOTAL APPROPRIATIONS	$	644,406

GENERAL OBLIGATION WARRANTS 2007/2015 DEBT SERVICE FUND

TRANSFERS		
Transfer from General Fund	$	3,919,654
TOTAL TRANSFERS	$	3,919,654
APPROPRIATIONS		
Principal	$	2,740,000
Interest		1,179,654
TOTAL APPROPRIATIONS	$	3,919,654

GENERAL OBLIGATION WARRANTS 2010-A DEBT SERVICE FUND

REVENUE AND TRANSFERS		
Transfer from General Fund	$	1,349,500
TOTAL REVENUE AND TRANSFERS	$	1,349,500
APPROPRIATIONS		
Principal	$	950,000
Interest		399,500
TOTAL APPROPRIATIONS	$	1,349,500

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Emergency Management Communication District Board

Account Number	Account Description	2018 Proposed Budget
REVENUES		
Department: 40000 - Non Dept		
MS - Miscellaneous		
47908	911 Fees	710,000
	REVENUES Total	$710,000
EXPENSES		
SA - Salaries and Benefits		
110	Salaries	53,705
121	Retirement	5,929
122	Health Insurance	8,796
123	Life Insurance	111
124	Social Security	4,128
125	Workers Compensation	538
	Account Classification Total: SA - Salaries and Benefits	$73,207
SB - Other Payroll and Benefits		
101	Reimbursements to General Fund for Dispatch expense	230,000
	Account Classification Total: SB - Other Payroll and Benefits	$230,000
OP - Other Operating		
180	Geographic Information Sys(GIS)	1,200
211	Office Supplies/Minor Equipment	25,000
240	Repair & Main - Software License	100,000
255	Cellular Service	60,000
499	Administration Expense	80,221
605	Long Term Lease-MCC project-City of Mtgy	140,372
	Account Classification Total: OP - Other Operating	$406,793
	EXPENSES Total	$710,000

REVENUE GRAND Totals:	$710,000
EXPENSE GRAND Totals:	$710,000
Net Grand Totals:	$0.00

DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

SEP -5 2017

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MEMORANDUM

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

FROM: Regina Walker, Grant Manager, R.W.
Montgomery County Sheriff's Office

Date: August 30, 2017

Subject: 2017 Edward Byrne Memorial JAG equipment grant
Interlocal Cooperative Agreement

In our support of the 2017 Edward Byrne Memorial JAG Equipment Grant, the Montgomery County Commission held a public hearing during their August 21, 2017 meeting. The attached Interlocal agreement was not available at the time of that meeting, therefore, we are requesting that this item be placed on the agenda and ratified during the September 5, 2017 meeting of the County Commission.

RW/dc

cc: Derrick Cunningham, Sheriff

2.1

GMS Application Number 2017-H2414-AL-DJ

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATAION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

FY2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this the ____ day of August 2017, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately $33,558.40 which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately $33,558.40 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2017 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for the use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administrating Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Announcement consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

GMS Application Number 2017-H2414-AL-DJ

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

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

ATTEST:	CITY OF MONTGOMERY, ALABAMA
Brenda Gale Blalock City Clerk	By: __________ Mayor
ATTEST:	MONTGOMERY COUNTY, ALABAMA
__________ Administrator, Montgomery County Commission	By: __________ Chairman, Montgomery County Commission

8/23 20/17

APPROVED AS TO FORM

City Attorney

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GMS Application Number 2017-H2414-AL-DJ

ACKNOWLEDGMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the 28th day of August, 2017.

Tracie Davis
Notary Public
My commission expires: **My Commission Expires: October 30, 2019**

GMS Application Number 2017-H2414-AL-DJ

ACKNOWLEDGMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Elton N. Dean and Donald L. Mims whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the ______ day of August, 2017.

____
Notary Public
My commission expires: __________

AGENDA

SEP - 5 2017

August 4, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Eagle View Technologies, Inc. and Pictometry International Corp.

Attached hereto, please find the Pictomerty Connect Custom Access license renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of $2,200.00

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

RTG

Attachment

3-1

EAGLEVIEW®

1 Review Order — 2 Terms & Conditions — 3 Payment — 4 Confirmation

Bill To:

Montgomery County, AL
101 South Lawrence Street
Montgomery, Alabama 36043

Date: 8/02/2017

Account Executive: Nathan Roberson

Qty	Item/Description	Unit Price	Total Discount	Ext. Price
1.00	**Pictometry Connect - CA - 50** Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term.	$2,200.00	0%	$2,200.00

License Term: 1 Year
Imagery: AL Montgomery, AL Montgomery Metro

Total: $2,200.00
(+ applicable taxes)

Back Next

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AGENDA

SEP - 5 2017

August 4, 2015

M E M O R A N D U M

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: ESRI Software Maintenance Renewal

Attached hereto, please find the Environmental Systems Research Institute, Inc. (ESRI) software maintenance renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of $23,900.00

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

RTG

Attachment

4-1

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/02/2017
To: Todd Grant
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 **Phone #:** 334-832-1607

From: Kale Flordelis
Fax #: 909-307-3083 **Phone #:** 909-793-2853 Ext. 2521
Email: kflordelis@esri.com

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

Quotation #25795980
Document Date: 07/02/2017

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

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

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

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

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

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

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

4.2

esri® 380 New York Street
Redlands, CA 92373
Phone: 909-793-28532521
Fax #: 909-307-3083

Quotation

Date: 07/02/2017 **Quotation Number:** 25795980

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Kale Flordelis

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
File #54630
Los Angeles, CA 90074-4630

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

Customer Number: 159286
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	500.00	500.00
3010	14	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2017 End Date: 09/30/2018	400.00	5,600.00
4010	1	161326	10,000.00	10,000.00

Quotation is valid for 90 days from document date.

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

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

Issued By: Kale Flordelis **Ext:** 2521

[CSBATCHDOM]

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

380 New York Street
Redlands, CA 92373
Phone: 909-793-28532521
Fax #: 909-307-3083

Quotation

Date: 07/02/2017 **Quotation Number:** 25795980

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Enterprise Advanced Up to Four Cores Maintenance Start Date: 10/01/2017 End Date: 09/30/2018		

Item Subtotal		23,900.00
Estimated Tax		0.00
Total	**USD**	**23,900.00**

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

[CSBATCHDOM]

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esri®
380 New York Street
Redlands, CA 92373
Phone: 909-793-28532521
Fax #: 909-307-3083

Quotation

Date: 07/02/2017 **Quotation No:** 25795980 **Customer No:** 159286

Item	Qty	Material#	Unit Price	Extended Price

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

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

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

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

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

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at http://www.esri.com/legal/software-license apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at http://www.esri.com/legal/supplemental-terms-and-conditions. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

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

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

Please check one of the following:

_____ I agree to pay any applicable sales tax.

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

________________________________	____________________
Signature of Authorized Representative	Date
________________________________	____________________
Name (Please Print)	Title

[CSBATCHDOM]

4-5

Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

AGENDA
SEP -5 2017

August 2, 2017

Hon. Elton N. Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

James E. Hall

James E. Hall, CPA
Director County Audit Division

JEH/np

Enclosure

2017 AUG -4 AM 8:51

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STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2015 through September 30, 2016. The audit will encompass a financial audit in accordance with the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal government in accordance with the OMB's *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* ('the *Uniform Guidance*") and the Single Audit Act Amendments of 1996, as amended.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed fourteen thousand four hundred eighty-four dollars ($14,484.00). MCC agrees to pay 90% of this cost of this agreement upon full execution and 10% after completion of field work as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report, unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the

Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in any way related to EPA's failure to fulfill its obligations contained in this paragraph

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient field work.

This agreement and all promises made by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties hereto have affixed their hands and seals this

_________ day of _________________, 20__.

STATE OF ALABAMA Department of Examiners of Public Accounts	STATE OF ALABAMA Montgomery County Commission
Ronald L. Jones ________________________ Ronald L. Jones Chief Examiner	____________________________ Elton N. Dean, Sr. Chairman

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
334.832.1210
Fax: 334.832.2533
TDD: 334.265.3568
www.mc-ala.org

AGENDA
SEP -5 2017

August 31, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: BBVA Compass Bank Commercial Card Agreement and Related Addendum to Commercial Card Agreement, Incentive Payment Agreement

The Montgomery County Commission, during its meeting on August 21, 2017, agreed to place on the next agenda a BBVA Compass Bank Commercial Card Agreement and related Addendum to Commercial Card Agreement, Incentive Payment Agreement.

I am requesting that the Commission approve this Agreement.

/tn

Attachment

BBVA Compass Commercial Card Agreement

Company Name: ______________________________ **Date:** ______________

THIS COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth above by the company whose name is set forth above ("Company") with Compass Bank ("BBVA Compass"). All instructions, descriptions, and other documentation relating to the Commercial Cards and the Commercial Card Account provided to Company under this Agreement, including without limitation any service guides, user guides, implementation forms, operating procedures, online service materials and user guide, and security procedures (the "Service Material") are incorporated by reference into this Agreement.

1. INTRODUCTION

BBVA Compass is a card-issuing member of MASTERCARD® AND VISA® and is authorized to issue or procure the issuance of physical cards and/or virtual credit cards numbers ("**Commercial Cards**"), which may be used as provided in this Agreement. Company has requested and BBVA Compass has agreed to provide, for use by individuals designated by Company, an account which can be used: to purchase goods and services from those merchants that accept MASTERCARD and/or VISA cards as a method of payment either (i) by presenting a Commercial Card to such merchants, or (ii) over the telephone or online without the need to present a physical Commercial Card to such merchants.

2. DEFINITIONS.

All capitalized terms used in this Agreement are defined herein and shall have the following meaning:

(i) "**Association**" means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.

(ii) "**Billing Cycle**" means the period of time from which a Statement is generated until the next Statement is generated.

(iii) "**Cardholder**" means an individual employee of Company, named as the holder of the Commercial Card Account or using the Commercial Card Account in the name of Company, regardless of whether a physical card is issued in conjunction with the Commercial Card Account who is authorized to make charges to the Commercial Card Account.

(iv) "**Card Management Tool**" means any internet based tool provided by BBVA Compass to Company for the purpose of managing their card program.

(v) "**Card Products**" means the standard BBVA Compass commercial card offerings, including but not limited to the Purchasing Card, Corporate Card, Fleet Card, Executive Card and Multi- Card.

(vi) "**Commercial Card**" means, in connection with a Commercial Card Account, any commercial charge card issued by BBVA Compass pursuant to this Agreement in the name of Company and/or Cardholders.

(vii) "**Commercial Card Account**" means any account established by BBVA Compass pursuant to this Agreement in the name of Company, to which debt is charged, regardless of whether or not a Card is issued in conjunction with such account.

(viii) "**Commercial Card Administrator**" means the employee designated by Company to serve as the primary point of contact between Company and BBVA Compass and shall be trained and has thorough knowledge of Commercial Card Programs offered by BBVA Compass to Company.

(ix) "**Commercial Card Program**" means the Commercial Card Products and ancillary services offered by BBVA Compass or a participating bank.

(x) "**Charge**" means any transaction posted to a Commercial Card Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.

(xi) "**Credit Limit**" means, with respect to a Commercial Card Account, maximum aggregate amount available for purchases, fees and other charges incurred or arising by virtue of the use of the Commercial Card Account

(xii) "**Due Date**" the calendar date as set forth in the Statement upon which the New Balance is due.

(xiii) "**Fees**" means all fees that are posted to a Commercial Card Account and due and payable to BBVA Compass by Company and/or its Cardholders that are associated with any Commercial Card Program, including but not limited to cash advance, Foreign Transaction and Late Fees.

(xiv) "**Foreign Transaction Fee**" means the fee BBVA Compass charges on the amount of any debt or other Transaction posted to a

6-2

Commercial Card Account that is not in the same currency in which the Commercial Card Account is billed and which must be converted to the currency used for billing purposes.

(xv) "**Late Fee**" means the fees associated with any debt that remains unpaid to BBVA Compass by Company and/or Cardholders after the Due Date on the statement.

(xvi) "**MasterCard**" means MasterCard USA, Inc., MasterCard International, and any other MasterCard entity.

(xvii) "**MCC**" means the Merchant Category Code which are the codes established by the Associations that identifies and classifies goods or services offered by a merchant. Each merchant designates its Merchant Category Code to the applicable Association.

(xviii) "**Party**" means any one of BBVA Compass or Company, and "Parties" means BBVA Compass and Company.

(xix) "**Person**" means any corporation, company, Limited Liability Company, general partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.

(xx) "**Purchase**" means a purchase of goods and/or services that is charged to a Commercial Card Account.

(xxi) "**Statement**" means, with respect to one or more accounts, a periodic billing Statement from BBVA Compass listing all Transactions posted to such Commercial Card Accounts.

(xxii) "**Transaction**" means any activity posted to a Commercial Card Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.

(xxiii) "**Unauthorized use**" means the use of a Commercial Card by a person other than a Cardholder who does not have actual, implied or apparent authority for such use, and from which Company receives no benefit. It does NOT include transactions utilizing a card without a cardholder's name embossed on the card or where there is no card associated with such account and no disputes will be accepted for such accounts - Company accepts absolute liability for such accounts.

(xxiv) "**Visa**" means Visa USA, Inc., Visa International Service Association, Inc., and any other Visa entity.

3. COMPANY SETUP INFORMATION

The Company Setup Information, which is attached as Exhibit I and incorporated by reference into this Agreement, includes the initial options selected and information submitted by Company in connection with its use of Commercial Cards. During set up, additional company information may be captured within the Implementation Workbook. Company may use the BBVA Compass internet Card Management Tool described in Section 4 to change this information from time to time.

4. DESIGNATION OF CARDHOLDERS AND ADMINISTRATORS; ISSURANCE OF CARDS

Company may designate individuals who will be permitted to make charges to the Commercial Card Account with or without the use of a Commercial Card. BBVA Compass will issue a Commercial Card to each individual designated by Company. Each individual who is issued a Commercial Card and each individual who is authorized to make charges to the Commercial Card Account without the use of a Commercial Card is a Cardholder. All Commercial Cards are and at all times shall remain the property of BBVA Compass, and may be canceled at any time and must be surrendered on demand. Company agrees to assume complete responsibility for all Purchases charged to the Commercial Card Account, whether authorized and unauthorized, plus all fees and other charges provided under this Agreement. Company also agrees to assume complete responsibility for all transactions, authorized and unauthorized, made through the use of any Commercial Card Account without the use of a Commercial Card BBVA Compass reserves the right, in its sole discretion, to decline to issue a Commercial Card or to allow use of the Commercial Card Account to any individual. Unless otherwise requested by Company in writing, all Commercial Cards will be mailed to Company's address set forth in Exhibit I or to any changed address for which Company provides notice to BBVA Compass, either as provided in Section 14 or through the Card Management Tool. Company is solely responsible for distributing the Commercial Cards to the Cardholders and for safeguarding them following receipt. Company acknowledges that the Commercial Cards are for Cardholders only. Unless Company notifies BBVA Compass otherwise in writing, Company authorizes and directs BBVA Compass to issue renewal or replacement Commercial Cards to Cardholders on or before the expiration of each Commercial Card. Company acknowledges and agrees that Commercial Cards are not assignable or transferable, by operation of law or otherwise. Company assumes complete responsibility for monitoring the use of its Commercial Cards and its Commercial Card Account. Company agrees to notify BBVA Compass immediately, by telephone, followed by prompt written confirmation, of (1) any loss or theft of any Commercial Card or any suspected unauthorized use of the Commercial Card Account, (2) any termination of a Cardholder's authority to use a Commercial Card, or (3) any termination of a Cardholder's authority to make charges to a Commercial Card Account without the use of a Commercial Card.

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Company must designate both a Commercial Card Administrator and a Secondary Commercial Card Administrator, and these initial Commercial Card Administrators are identified in Exhibit I. Company will notify BBVA Compass as provided in Section 14 of any changes of the Commercial Card Administrator or the Secondary Commercial Card Administrator. The Commercial Card Administrator and the Secondary Commercial Card Administrator are responsible for notifying BBVA Compass of any changes in the information contained in Exhibit I, as provided in Section 14 or through the Card Management Tool. The Commercial Card Administrator and the Secondary Commercial Card Administrator are responsible for managing the Card Management Tool, which, among other functionality, permits Company to add, delete or change Cardholders, monitor Commercial Card usage, and set limitations on Commercial Card usage by transaction type, size or frequency. Company agrees that it is responsible for the manner and format in which all usage of the Commercial Card Account is reported and analyzed by the Card Management Tool.

5. **BUSINESS PURPOSE; LIMITATIONS ON CARDHOLDER USE**

The Commercial Card Account and each Commercial Card are to be used solely for business purposes (which does not include any personal, family or household purpose), and Company agrees to so advise each Cardholder. Company's obligation under this Agreement, however, shall not be affected or limited if any balances are incurred for non-business purposes. Company is solely responsible for the use and treatment of the Commercial Card Account and the Commercial Card, and will inform each Cardholder as to the terms of this Agreement. Use of the Commercial Card Account and each Commercial Card is subject to credit and spending limits described in Section 11.

BBVA Compass also offers Company the option to restrict a Cardholder's use of the Commercial Card Account according to the MCC. If Company has selected this option, BBVA Compass agrees to authorize charges on the Commercial Card Account only if the MCC for the merchant requesting authorization is identified in Implementation Workbook. Company acknowledges that transactions in an amount below certain floor limits will not be subject to prior authorization or approval at the point-of-sale and therefore, will bypass the routine authorization process for transaction approval. Company agrees to accept full liability for any such transactions. BBVA Compass reserves the right, at any time and without prior notice to the Company, to decline to authorize any requested transaction: (a) for security reasons; (b) if BBVA Compass is unable to verify the status of the Commercial Card Account; or (c) for any reason relating to known or reasonably suspected fraud, illegal activity, unauthorized use or other misuse. Neither BBVA Compass nor its agents will be responsible or have any liability for refusing to authorize any transaction, even if Company has credit available. Company agrees that these limitations are reasonable and fully meet the needs of Company for security and control over its Commercial Card Account, while at the same time affording the Cardholders sufficient access in order for Company to effectively use the Commercial Card Account.

6. **FEES**

In return for the services provided to Company by BBVA Compass under the terms of this Agreement, Company agrees to pay the fees provided on Exhibit II. BBVA Compass may change the fees as provided in Section14.

7. **ILLEGAL TRANSACTIONS**

Company agrees that the Commercial Card Account may not be used for any transaction that is illegal in the jurisdiction where the transaction is consummated or in any other jurisdiction affected by the transaction. Company agrees that it is the responsibility of Company and each Cardholder to determine the legality of each transaction in all applicable jurisdictions before entering into such transaction. Display of the MasterCard and/or VISA logo by any merchant accepting the Card does not indicate that the transaction is legal in all applicable jurisdictions. Company acknowledges and agrees that BBVA Compass has no obligation to monitor, to review or to evaluate the legality of Company's Commercial Card transactions. Company also agrees that no Cardholder will use a Commercial Card in connection with any Internet or on-line gambling transaction, whether or not gambling is legal in any applicable jurisdiction. BBVA Compass reserves the right to decline any transaction that BBVA Compass believes is an illegal transaction, an Internet or on-line gambling transaction or a high-risk transaction. To the fullest extent permitted by law, Company agrees to pay for any charge on the Commercial Card Account, even if that transaction is determined to be illegal.

8. **PERIODIC BILLING**

BBVA Compass will provide to Company a monthly Statement. Charges posted during a Billing Cycle will appear on Company's Statement for that cycle. The total of all charges (including any cash advances, if applicable) and fees (the "**New Balance**") will be shown on each Statement. Company agrees to review promptly each Statement. If Company or a Cardholder believes that a Statement is incorrect or needs additional information about a transaction shown on a statement, Company agrees to notify BBVA Compass in writing at the address provided in Section 17 within thirty (30) days of the date of the statement on which any suspected error first appeared. If Company does not notify BBVA

Compass within this time period, Company waives any rights with respect to the erroneous amount to the fullest extent permitted by law. The notice must include the following information: the names of both the Company and the Cardholder; the Cardholder Commercial Card Account Number; the dollar amount of any suspected error; the reference number for any questioned transaction; and a brief description of the suspected error. Disputed billings are governed by Section 12.

In addition, BBVA Compass provides a variety of billing options. The availability of billing options may differ between Card Products.

Individual Bill. Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Company may elect to receive one or more Summary Statements or reports showing all Transactions billed to directly to the individual Cardholder Accounts.

Central Bill. Company will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. Each Transaction is either posted to an individual Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Company receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.

9. PAYMENT IN FULL REQUIRED

Company agrees to pay each New Balance in full on or before its Due Date as set forth in the Statement. To facilitate payment to BBVA Compass, Company agrees to execute the Agreement for Payment by ACH Debit, which is attached as Exhibit III and incorporated by reference into this Agreement, and to maintain sufficient funds in the designated account to pay each New Balance. Company further agrees that the failure to have sufficient funds in the designated deposit account to pay each New Balance or otherwise to make any required payment on or before its Due Date will constitute a breach of this Agreement for which BBVA Compass, immediately and without notice, may cease to permit new charges on the Commercial Card Account, terminate this Agreement, and pursue any other remedies available under this Agreement or applicable law.

10. LATE CHARGE

Company shall pay a late charge, which will be imposed on any New Balance that is not paid in full within seven (7) days of the Due Date. This late charge will be the greater of $20 or one and one-half percent (1.5%) of the unpaid New Balance then due.

11. CREDIT LIMITS

BBVA Compass, in its sole discretion, shall establish the Credit Limit.. The Company understands that, once the Credit Limit is reached, BBVA Compass has no obligation to authorize new charges on the Commercial Card Account. Company will be advised from time to time of the amount of its available Credit Limit, which shall be reduced by the unpaid balance on the Commercial Card Account. BBVA Compass may, at any time and in its sole discretion, reduce or increase the Credit Limit upon written notice to the Commercial Card Administrator; provided, however, no such notice is required in the event that Company has failed to make any payment when due or otherwise failed to satisfy its obligations under this Agreement. Company may establish individual spending limits for each Cardholder, including limitations regarding transaction type, size, frequency, and the maximum amount that may be outstanding at any time on the Commercial Card Account as a result of each Cardholder's use of the Cardholder's Commercial Card. The spending limits of individual Cardholders will always be contingent upon availability under the Credit Limit. Company agrees that neither Company nor any other Cardholder will make any Purchases while the Commercial Card Account is past due, over Credit Limit or any credit limit (as applicable), or otherwise in default under this Agreement. Company agrees that each Cardholder will cease using the Commercial Card Account and Company will notify BBVA Compass immediately if Company or any guarantor of Company's obligations under this Agreement plans to file for bankruptcy or similar debtor's relief or if Company is otherwise unable to pay its debts. Company agrees that BBVA Compass may suspend or terminate use of the Account at any time without notice to Company, subject to any restrictions of applicable law.

12. UNAUTHORIZED USE AND DISPUTED TRANSACTIONS

BBVA Compass shall not be liable for any transaction where notice of the disputed transaction is received more than thirty (30) days after the statement reflecting the transaction is sent to the Company (for purposes of this sentence, "sent to" includes providing access to the statement by electronic means). A report of a disputed transaction is not a guarantee of a refund. BBVA Compass will conduct a good faith investigation into Company's claims and report its findings to Company. The Company shall not make a claim against BBVA Compass or refuse to pay any amount because the Company or the person using the card may have a dispute with any merchant as to the goods or services purchased from such Merchant using a Commercial Card.

13. LOST/STOLEN CARDS

Each transaction resulting from use of a Commercial Card or card number will be assumed to be an authorized transaction unless BBVA Compass has received prior notice from Company, as applicable, that the Cardholder is no longer authorized to use the Account.

If a Commercial Card is lost or stolen, or if there is possible unauthorized use, Company must require each Cardholder to notify BBVA Compass as soon as practically possible within the first 24 hours following discovery of the loss or theft or possible Unauthorized Use by phoning BBVA Compass at the phone number provided for such notice on the Statement, with written confirmation as requested in connection with BBVA Compass' investigation.

14. OTHER OPTIONAL SERVICES

At Company's option, Company may elect to utilize the Card Management Tool or any other internet related products that may be made available by BBVA Compass from time to time. These websites use encryption technology to assist in the protection of Company's information. Company acknowledges that transactions conducted over the internet and information transmitted over the internet may be subject to interception by outside parties not under the control of BBVA Compass. Company assumes the risk of such occurrences and releases BBVA Compass from liability for any activity of this nature. Company will be issued an ID and password to gain entry into these websites. Company agrees to protect, secure and preserve the ID and password and the confidentiality of the ID and password. Company further agrees to follow all procedures issued by BBVA Compass from time to time involving the use of any Internet related products. Company acknowledges that data presented within the website on a particular day is information posted as of the close of the prior business day. Company agrees to pay fees for these services as disclosed to Company by BBVA Compass from time to time. Company hereby releases BBVA Compass for any claim arising out of the use of any of these internet related products unless such claim is proven to be solely the result of BBVA Compass's gross negligence or willful misconduct. BBVA Compass is not responsible for supplier late payment fees incurred by Company if payments are made with any Card Management or online payment tool. If Company determines they have a need for the creation of custom data extracts related to their commercial card program, BBVA Compass shall coordinate the request. There may be a cost assessed to Company according to the cost determined to produce the custom data extracts. If Company has elected to utilize the BBVA Compass internet accounts payable interface service, an automated batch payment request process for payment of the Company's select suppliers' invoices via their Commercial card accounts, Company agrees to create a batch payment request file and submit the file via a secure internet FTP connection to BBVA Compass's designated processor or manually through the BBVA Compass accounts payable internet tool. The batch file will be either in the BBVA Compass standard format, specifications of which will be provided to the Company, or in a mutually agreed upon custom format. In the case of a custom format, BBVA Compass may assess a charge for development required to support that format. The Company will adhere to the Commercial Card accounts payable processing schedule provided by BBVA Compass, and BBVA Compass will notify Company in advance of any changes to that schedule. Upon receipt of the payment request file, BBVA Compass's processor will send an email to the Company's suppliers designated in the batch payment request file notifying them of Company's authorization to process commercial card transactions to effect payment for the invoices. BBVA will post the resulting transactions initiated by the suppliers to the Company's Commercial Card account(s) and Company may view commercial card activity through the Card Management Tool. If Company elects to utilize the Integrated Payables interface that includes card payments, the suppliers will be directed to a secure portal in order acquire card payment information.

As specified in the Implementation Workbook the Company provides to BBVA Compass, BBVA Compass will provide and make available the following services to the Company through one or more Card Management Tool systems. BBVA Compass will provide and make available online account information to the Company; and the Bank will access the Card Management Tool and provide the Card Management Tool access to the Company in connection with the maintenance of:

1. Commercial Card Accounts (including adding new Commercial Card Accounts based on existing ones and canceling or modifying the applicable limitations or information related to any existing Card Commercial Card Account); and
2. The Program Instructions.

BBVA Compass grants to the Company, and the Company accepts from BBVA Compass, an license for the Card Management Tool, subject to and in accordance with the terms of this Agreement. This license shall be effective while such Card Management Tool software is in use by the Company with the Card Management Tool. The Company acknowledges and agrees that:

a. The Company will not have any ownership or other proprietary rights in the Card Management Tool software, the Service Materials, and any other online service materials;

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b. The Card Management Tool software and Services Materials are protected by the copyright laws of the United States and BBVA Compass's products and security relating the Card Management Tool software and Services Materials are confidential and proprietary trade secrets and of substantial value to the owner of the Card Management Tool software and the Services Materials, and their use and disclosure must be carefully and continuously controlled by the Company and its employees and Cardholders;

c. The protected Services Materials must include all copyright, trade secret, and any other proprietary notices and legends on the initial copy of the Services Materials and on each copy of the Services Materials that the Company is permitted to make;

d. The Company will not:

   1. Remove, alter or obscure any trademark, trade names, logos, copyright or other notice contained or included in any of the Card Management Tool software or the Services Materials;

   2. Transfer or license the Card Management Tool software or any portion of the Card Management Tool software;

   3. Change or modify the Card Management Tool software or the source code for the Card Management Tool software;

   4. Create derivative works from the Card Management Tool software or the Services Materials;

   5. Reverse engineer or attempt to reverse engineer the Card Management Tool software; or

   6. Attempt to discern the source code residing on the server on which the Card Management Tool software is run;

e. The Card Management Tool software will only be used by the Company and not used for or on behalf of others;

f. The Company will not disclose, publish, release, transfer or otherwise make the Card Management Tool software or the Services Materials available in any form to, or for the use or benefit of, any other person or entity, other than its employees and agents having need for such disclosure and only as authorized in this Agreement;

g. The Company will be fully responsible for compliance with all of the terms and conditions of this Agreement by its employees and agents; and

h. The Company will not directly or indirectly copy, duplicate or furnish to others any physical or magnetic version of the Card Management Tool software or the Services Materials or permit others to do so.

The Company must use a browser that complies with specifications set forth in the Service Materials. The Card Management Tool may be accessed by Company through the public Internet. The Company agrees to use the Card Management Tool, as described in the Service Materials in compliance with all applicable laws and regulations. The Company understands that online account information is updated periodically and therefore, at any point in time, may not reflect information on BBVA Compass's records at such time, as more fully described in the Service Materials. The Company acknowledges and agrees that the Card Management Tool do not include any recommendation, guaranty, representation or warranty whatsoever. BBVA Compass shall not be responsible for errors in the online account information provided to BBVA Compass by non-Bank sources.

BBVA Compass recommends that the Company have appropriate security measures for Internet use, including, a proxy server and/or firewalls to control and protect Internet access. BBVA Compass shall not be responsible for (i) inability to contact the Card Management Tool through the Internet resulting from a problem with an internet service Provider or online service provider, or (ii) unknown hazards of Internet use. If the Company fails or is unable to access the Card Management Tool, BBVA Compass's sole responsibility shall be to use its commercially reasonable efforts to correct the problem and BBVA Compass shall not suffer or incur any other liability in connection therewith.

BBVA Compass will not be responsible for any data that is lost or destroyed in connection with the use of the Online Services. In addition, BBVA Compass will not be responsible for the Company's inability to use the Card Management Tool due to a mechanical hard drive failure or other system failure (including, but not limited to, a "lock-up" resulting from the Company's use of software). BBVA Compass recommends that the Commercial Card Administrator take the necessary measures to ensure that the Company performs daily back-ups of data used in connection with the Card Management Tool and the hard drives of the personal computers and/or the servers used in connection therewith.

In no event will BBVA Compass have any liability whatsoever in connection with:

a. Any application errors in or security breaches of any browser;

b. The Company's inability to use the Card Management Tool or access the Card Management Tool systems due to any Internet or browser problem or any other cause beyond BBVA Compass's control; or

c. Any interception of any online account information as a result of the use of the Internet.

15. THIRD-PARTY SERVICES.

The Company acknowledges that any third-party services available on a website, or any third-party websites, are provided only as a convenience to the Company, including assisting the Company with procuring products and services on the internet. The Company further acknowledges that BBVA Compass is not responsible for the content or quality of any third-party websites, products and services, merchant information or other product, service or information to which a website or any other third-party websites may be linked. Please be advised that such third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement, or warranty by BBVA Compass. Moreover, BBVA Compass is not responsible for the accuracy, completeness, or reliability of third-party information, including merchant information, and the Company assumes sole responsibility for the use of any such information. The Company agrees that any agreements, transactions, or other arrangements made between the Company and such third-party are made entirely and solely at its own risk. The Company acknowledges that BBVA Compass has no control over, or liability for, the products or services sold by any provider, or for the use of any payment card information the Company may give or direct BBVA Compass to give to any provider of products and services, including without limitation the legality, quality, safety, or suitability of any products and services. In no event shall BBVA Compass be liable to the Company or any third-party for any loss or damage incurred as a result of any interaction between the Company and a merchant in connection with its use of a website and the services, including, without limitation, any loss or damage arising from or occasioned by the purchase or use of the products and services or the merchant information or other material acquired or accessed through a website or other third-party websites. The Company acknowledges that BBVA Compass does not endorse or warrant the merchants or services that are accessible through a website or a third-party website, nor the offers that such merchants provide.

16. VIRTUAL CARD ACCOUNTS

If Company elects to make card payments made through the BBVA Compass accounts payable internet tool or any Card Management Tool, virtual card account numbers will be generated and provided to the suppliers in order to process payment. Virtual card accounts are assigned a maximum dollar amount limit, and suppliers have the ability to extract multiple payments from the virtual card account up to the maximum dollar amount limit unless exact pay has been established. Exact pay will only allow a supplier to enter a single transaction for the exact dollar amount specified by Company.

Company may authorize BBVA Compass to make certain supplier portal payments via telephone or internet on behalf of Company. Portal Payment authorizations would be made by BBVA Compass and a settlement of virtual card payments are dependent upon the individual supplier's merchant services. Company confirms that BBVA Compass will have no liability to Company for following portal payment instructions from the Company. BBVA Compass is not responsible for supplier late payments incurred by Company if portal payments are made by BBVA Compass on behalf of Company.

The Buyer Initiated Payments ("BIP") option is an optional feature utilizing a Virtual Card for the payment of invoices. Please note that, as a condition of using BIP, Company agrees to irrevocably waive any and all chargeback rights it may have on any payment made to a supplier using the BIP Payment option.

17. NOTICES

All notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses indicated in this Agreement and must in writing and delivered (1) by first class mail, postage prepaid, (2) via facsimile with telephonic confirmation of receipt, (3) via e-mail with electronic or telephonic confirmation of receipt, or (4) by hand delivery. Delivery shall be deemed to have occurred within three days of mailing if sent by mail, on the date of confirmation if sent by facsimile or e-mail, or on the date of delivery if hand-delivered. Either Party may, by notice to the other, change its address set forth in this Agreement. Company's address for notices is set forth in Exhibit I of this Agreement. BBVA Compass's address for notices is:

Mailing Address:	**Overnight Address:**
BBVA Compass	**BBVA Compass**
Attn: Commercial Card Operations	**Attn: Commercial Card Operations**
15 20th Street South, Suite 1502	**15 20th Street South, Suite 1502**
Birmingham, AL 35233	**Birmingham, AL 35233**

Email Address: commercialcardservices@bbvacompass.com

Fax Number: 205-524-3489

Each Party shall be solely responsible for the security of its own e-mail and facsimile devices and for any notices sent or purporting to be sent from its e-mail or facsimile devices.

18. NONUSE OF SERVICE

In the event that Company does not use the services for a period of six months or longer, BBVA Compass, in its sole discretion, may terminate Company's ability to use the services described in this Agreement on or after such period without any advance notice to Company. Any reinstatement of services under this Agreement must be agreed upon in writing by an authorized representative of BBVA Compass.

19. TERMINATION

This Agreement may be terminated by BBVA Compass at any time upon written notice to Company. This Agreement may be terminated by Company at any time upon written notice to BBVA Compass. This Agreement shall automatically be terminated without notice to Company (i) if there is a death of a guarantor or obligor; (ii) if Company files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statue or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains un-dismissed for a period of thirty (30) days or more; (iii) if Company becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; (iv) if Company has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (v) if Company fails to maintain its corporate, partnership or other business existence in good standing or, without the prior written consent of BBVA Compass, consolidates or merges with or into or acquires the stock of any other corporation or entity, sells or otherwise transfers all or substantially all of its assets, permits the sale or transfer of a material ownership interest in Company, or otherwise materially changes or permits to be materially changed its organization or corporate or ownership structure. Termination of this Agreement shall not terminate Company's obligation to pay BBVA Compass for all amounts due under the Commercial Card Account (including, without limitation, amounts which post to the Commercial Card Account after such termination), which shall become immediately due and payable upon termination.

20. INDEMNIFICATION

Company agrees to indemnify and hold BBVA Compass, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which BBVA Compass may be subjected or which it may incur in connection with any claims which might arise from or out of: (a) this Agreement, the Commercial Card Account or any Commercial Card, and/or any transactions or fees resulting from or related to any of the foregoing, and (b) Company's use of the internet Card Management Tool or any other software or hardware in connection with the Commercial Card Account or any Commercial Card, regardless of whether BBVA Compass provided the same or required or suggested its use. Company's indemnity obligations under this Section shall survive termination of this Agreement.

21. LIMITATION ON BBVA COMPASS'S LIABILITY

BBVA Compass's duties and responsibilities are limited to those described in this Agreement. BBVA Compass will be responsible for any loss sustained by Company only to the extent that such loss is caused by BBVA Compass's gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. Further, BBVA Compass will not be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent such default or delay is caused, directly or indirectly, by an act of God; fire, flood or other catastrophe; electrical, computer, mechanical, utility or telecommunications failures or fluctuations; acts or omissions by Company or by third parties; or any other cause beyond BBVA Compass's reasonable control.

MASTERCOVERAGE® LIABILITY PROTECTION PROGRAM AND VISA® LIABILITY PROGRAM

Subject to applicable terms and conditions, Company may be eligible for coverage under MasterCard's MasterCoverage Liability Protection or the Visa Liability Programs which provide coverage against employee misuse of the Card. Company should consult the MasterCoverage® Liability Protection Program and Visa® Liability Program brochures available upon request from BBVA Compass for terms and conditions of coverage. Company acknowledges that BBVA Compass is not responsible for providing any form of liability protection program on Company's behalf and that BBVA Compass makes no representations or warranties regarding any such program that may be offered by third parties.

22. FINANCIAL INFORMATION

Company shall deliver, upon request, to BBVA Compass as soon as available, Company's audited financial statements prepared in accordance with generally acceptable accounting procedures and by independent certified public accountants acceptable to BBVA Compass. Company further agrees to provide to BBVA Compass from time to time such other information regarding the financial condition of Company as BBVA Compass may reasonably request.

23. LIABILITY FOR TAXES

Company shall be responsible for paying any applicable taxes levied or based upon the services provided to Company under this Agreement or any Purchases made utilizing the Commercial Card Account. Company agrees to be liable for all such taxes and further agrees to indemnify BBVA Compass against any claim, or any expense associated with such a claim, for payment of any taxes.

24. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama (without regard to internal principles of conflicts of law) and applicable federal law.

25. HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

26. VALIDITY

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

27. BINDING EFFECT

This Agreement shall inure to the benefit of and be binding upon the successors, trustees, and permitted assignees of the Parties hereto.

28. MERGER OF AGREEMENTS

This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

29. ATTORNEYS' FEES AND OTHER COLLECTION CHARGES

Company agrees to pay all costs of collecting or attempting to collect any amounts due under this Agreement and all costs of defending any claim asserted against BBVA Compass arising out of or in connection with this Agreement, which costs shall include, without limitation, attorneys' fees and costs.

30. INTERNATIONAL TRANSACTIONS

International transactions include any transactions on the Commercial Card Account made in a foreign currency or made outside of the United States of America, even if that transaction is made in U.S. dollars. If any transaction is made in a currency other than U.S. dollars, MasterCard and/or VISA will convert the amount of that Card transaction into U.S. dollars according to its own currency conversion procedures in effect at that time. The exchange rate used to convert the currency is either a rate selected by MasterCard and/or VISA from the range of rates available in wholesale currency markets on the applicable processing date (which rate may differ from the rate MasterCard and/or VISA itself receives), or the government-mandated exchange rate in effect on the applicable processing date. The exchange rate in effect on the applicable processing date may differ from the exchange rate in effect on the date of the Card transaction. BBVA Compass may charge Company a fee equal to one percent (1%) of the U.S. dollar amount of any international transaction made on the Commercial Card Account, whether that transaction was originally made in U.S. dollars or was made in another currency and converted to U.S. dollars by MasterCard and/or VISA. In either case, the fee will be calculated on the U.S. dollar amount of the transaction provided to BBVA Compass by MasterCard and/or VISA, and will be charged to the Commercial Card Account at the time the transaction is posted to the account. The same conversion process and fee will apply if any international transaction is reversed or credited back to the Commercial Card Account. The amount (in U.S. dollars) of any credit associated with a particular international transaction on the Commercial Card Account is likely to differ from the original amount (in U.S. dollars) of the transaction due to differences in the applicable exchange rates, which may vary daily.

31. AMENDMENTS

BBVA Compass may change the terms of this Agreement at any time by giving Company notice of the change, as required by applicable law. These changes may include modifying or deleting existing terms and adding new terms, including the fees to be paid by Company. Subject to the requirements of applicable law, any changes to this Agreement will become effective at the time stated in BBVA Compass's notice to Company, and the amended terms of the Agreement will apply to all outstanding unpaid balances that Company owes under this Agreement, as well as to any new charges, unless Company terminates all rights to use the Commercial Card Account on or before the date provided in BBVA Compass's notice. No change to any term or condition of this Agreement shall be effective unless accepted or authorized by BBVA Compass in writing.

32. **SEVERABILITY**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The remedies provided in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law. Company waives demand, presentment, and notice of dishonor, protest and suit.

33. **CROSS COLLATERILIZATION**

All capitalized terms shall have the meanings given in the Agreement. Notwithstanding anything in the Agreement to the contrary: 1) Company hereby agrees that (i) the occurrence of an Event of Default under any other agreement or contract with BBVA Compass shall constitute an Event of Default under the Agreement, and (ii) the occurrence of an Event of Default under the Agreement shall constitute an Event of Default under any and all other agreements or contracts with BBVA Compass, and BBVA Compass shall thereafter have all rights and remedies following the occurrence of an Event of Default under all contracts and agreements between Borrower and BBVA Compass. 2) Any collateral securing other loans or obligations of the Company with or to BBVA Compass will also secure the credit extended and/or other obligations incurred under the Agreement.

IN WITNESS WHEREOF, Company has caused this Agreement to be executed by its duly authorized representative as of the date set forth at the beginning of this Agreement.

Company____

By: ____

Its: ____

Autholzed signer

__________________________ __________________________

Print name Signature

____

Date

ADDENDUM TO COMMERCIAL CARD AGREEMENT
Incentive Payment Agreement

THIS ADDENDUM TO THE COMMERCIAL CARD AGREEMENT (the "Agreement") is made and entered into as of the date set forth below by the company whose name is set forth below ("Company") with Compass Bank ("BBVA Compass").

1. **Definitions:**

- **"Program Year"** means the twelve (12) month period beginning on the date of the Commercial Card Agreement execution, and each successive twelve (12) month period thereafter.
- **"Charge Volume"** means the total US Dollar equivalent of charges made by Company and its Subsidiaries and/or Employees on a BBVA Compass Commercial Card product(s), net of returns, and excluding Large Ticket Transactions, cash advances, refunds and Fraudulent Charges. *(Interchange generated by transaction is greater than 181 basis points and above)*
- **"Fraudulent Charges"** means those Charges which are not initiated, authorized or otherwise requested by Company and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Company and/or a Cardholder.
- **"Qualified Large Ticket/Reduced Interchange Transaction"** means a US Dollar transaction that qualifies for a large ticket or reduced interchange rate. To qualify for the large ticket interchange rates (1) the transaction must be over a specified US Dollar amount (typically exceeds $7,255) as agreed to by VISA® and MasterCard® with each merchant, (2) the transaction must pass through with associated transactional data as agreed to by each merchant, and (3) the merchant must be signed up as a participant through their Acquirer in the large ticket or reduced interchange program offered by MasterCard® or VISA®.
- **"Large Ticket/Reduced Interchange Transaction Volume"** means total US Dollar transactions made on a BBVA Compass Commercial Card product(s) that have qualified for large ticket/reduced interchange rates *(interchange generated by transaction is 180 basis points and below)*, net of returns and refunds. Large Ticket Transaction Volume will be calculated separately from Charge Volume for rebate calculations.

2. **Monthly Rebate**

BBVA Compass will calculate a monthly rebate based on the following matrix where the Charge Volume of the Commercial Card program is used to determine the rebate percentage rate. All Large Ticket/Reduced Interchange Transaction Volume will be paid at the .35% rebate rate. The incentive will be deposited to the Company's DDA approximately thirty (30) days after the end of each rebate period. **Company's Charge Volume and Large Ticket Transaction Volume will be segregated based on the rebate schedule set forth below for the purpose of rebate calculation:**

Annual Charge Volume		Monthly Charge Volume		Rebate Percentage
Low	High	Low	High	
$1	$999,999	$1	$83,333	0.60%
$1,000,000	$1,999,999	$83,334	$166,667	1.00%
$2,000,000	$2,999,999	$166,668	$250,000	1.25%
$3,000,000	$3,499,999	$250,001	$291,667	1.30%
$3,500,000	$3,999,999	$291,668	$333,333	1.33%
$4,000,000	$4,499,999	$333,334	$375,000	1.36%
$4,500,000	$4,999,999	$375,001	$416,667	1.39%
$5,000,000	+	$416,668	+	1.42%
Qualified Large Ticket Transaction Volume				0.35%
Reduced Interchange Transaction Volume				0.10%
Average Transaction Size				$300

6-12

ADDENDUM TO COMMERCIAL CARD AGREEMENT
Incentive Payment Agreement

3. **Commercial Card Program & Software Application Information Fees**

Annual Card Fee	Waived For Initial Term Of Agreement
Overnight Card Delivery Fee	$30.00
Company Logo on Card Fee	Waived For Initial Term Of Agreement
SpendNet Navigator Set-up Fee	Waived For Initial Term Of Agreement
SpendNet Navigator Monthly Fee	Waived For Initial Term Of Agreement
International Currency Exchange Fee	1% of USD Amount
Past Due - Account Finance Charge	Waived for Initial Term of Agreement

4. Any rebate payment made pursuant to this Addendum will be net of accumulated unrecoverable fraudulent charges, pursuant to the Agreement, resulting from participation in BBVA Compass programs regardless of whether the underlying agreement between the parties is valid or has been terminated. To remain eligible for any actual or potential incentives, the Company's accounts with the BBVA Compass must remain in good standing.

5. BBVA Compass predicates the pricing contained within this Addendum on the industry business model used to regulate interchange rates. Should a material change in the industry business model occur either in the 1) interchange rates (from those rates in effect as of the Effective Date of this Agreement) or 2) regulation of such interchange rates, BBVA Compass shall have the right to negotiate a new rebate offering with the Company. If the parties cannot reach an agreement on the new offering, either party may terminate this Agreement upon sixty (60) dates prior written notice.

6. To remain eligible for any actual or potential incentive, the Company's accounts with the BBVA Compass must remain in good standing. The bank reserves the right to withhold any incentives in the event any of the Company's accounts becomes past due or are otherwise not in good standing in BBVA Compass' sole discretion.

7. BBVA Compass may modify or cancel this addendum to the Commercial Card Agreement at any time by providing ten (10) day notice to the Company.

8. The Company agrees to indemnify and hold BBVA Compass, its affiliates, directors, officers, employees, and agents harmless from and against all losses, liabilities, cost, damages and expenses (including reasonable attorneys' fees and cost of litigation) to which BBVA Compass may be subjected or which it may incur in connection with any claims which might arise from or out of this Addendum to the Commercial Card Agreement.

9. The terms of this addendum are expressly incorporated into the Commercial Card Agreement as if fully setout therein. To the extent there is a conflict in the terms of the Commercial Card Agreement and this Addendum, the terms of this Addendum will supersede the terms of the Commercial Card Agreement. All other provisions of the Commercial Card Agreement remain in full force and effect.

10. Any capitalized terms not specifically defined herein shall have the meanings assigned in the Agreement.

IN WITNESS WHEREOF, Company and BBVA Compass have caused this Addendum to the Commercial Card Agreement to be executed by their duly authorized representatives as of the date set forth below.

Company: Montgomery County Commission

Date____________________

Authorized Representative and Title ______________________________________

Signature___________________________

BBVA Compass

Date___________________________

Authorized Representative and Title ______________________________________

Signature________________________

6-13

Haskell | Slaughter
attorneys at law

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

MEMORANDUM TTG

August 16, 2017

To: Donnie Mims

From: Thomas T. Gallion, III

Re: BBVA Compass Commercial Card Agreement and Related Addendum

---

I have reviewed your memorandum of August 16, 2017, regarding BBVA Compass Commercial Card Agreement and Related Addendum and have reviewed same.

It is my opinion that the agreement and addendum are acceptable as is. The agreement will be binding on all parties if executed.

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

50051-317

6-14

AGENDA

SEP - 5 2017

Montgomery County
Youth Facility

Memo

To: Mr. Donald L. Mims

From: Beverly Riddle Wise

DATE: August 11, 2017

RE: Memorandum of Understanding with Administrative Office of Courts

---

Please place the attached Memorandum of Understanding between the Administrative Office of Courts and the Montgomery County Commission on the next work session for consideration. This MOU authorizes Vicky Toles to serve as a temporary Court Referee at the Family Court, Juvenile Division, where she will administer detention and shelter care hearings.

Thank you for your consideration in this matter.

7-1

MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits **(not to exceed a gross salary amount of $50,119.20)** paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of $38.60 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning October 1, 2017 and ending September 30, 2018.

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

III. AOC will invoice the Commission at the end of each quarter in FY 2018 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Jennifer Moorer, AOC Accountant. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

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

APPROVED:

Randy Helms

Randy Helms, ADC
Administrative Office of Courts

8/10/17
Date

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

Date

REVIEWED BY:

James E. Wilson

James E. Wilson, Esq., AOC Legal Division

August 10, 2017
Date

72

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
334.832.1210
Fax: 334.832.2533
TDD: 334.265.3568
www.mc-ala.org

AGENDA
SEP - 5 2017

August 30, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Memorandum of Agreement regarding the Director of Risk Management Position

The Montgomery County Commission, at its meeting on August 21, 2017, agreed to place on the next agenda the attached Memorandum of Agreement with the City of Montgomery for the Director of Risk Management Position.

I am requesting approval of this item.

Attachment

DLM/tn

8-1

MEMORANDUM OF AGREEMENT

This **MEMORANDUM OF AGREEMENT** ("Agreement") is entered into this day 2nd of September 2017, between the City of Montgomery ("City") and the Montgomery County Commission ("Commission") collectively referred to as Parties.

WHEREAS, over the last several years, the City and County jointly worked to identify areas in government to share cost and increase efficiency and effectiveness in delivery of government services, and

WHEREAS, several years ago, the City and County established, and the Montgomery City/County Personnel Board approved the position of Chief Information and Technology Officer as a joint function of the Parties in order to achieve greater operational and capital efficiencies, and

WHEREAS, as a result of this effort, the Parties lowered their overall cost for information technology, telecommunication and radio operations, and

WHEREAS, the Parties have identified another area to create such efficiency through the position entitled Director of Risk Management ("Director"), and

WHEREAS, the Director's primary responsibility is to lower the cost to the City and County relating to third party contracts for employee health benefits, workers' compensation and other services relating to risk management.

NOW THEREFORE, the Parties agree to the following:

1. **Agreement Period**. The term of this Agreement shall be for a term of three years commencing at the date of execution by the authorized representatives from both governing entities.

2. **Duties of the Director**. Except as otherwise provided in this Agreement, the Director of Risk Management shall report to the County Administrator. The Director shall manage and supervise the staff of the County that possess direct jurisdiction over risk management matters. However, the Director shall coordinate his or her activities through the City's Chief of Staff relating to any matters involving the City and its staff that possess direct jurisdiction over risk management matters for the City.

3. **Joint Risk Management Committee**. (a) Upon execution of this Agreement, the Joint Risk Management Committee ("Committee") is established. The Committee shall be composed of five members, with two members appointed by the Mayor, two members appointed by the Chair of the County Commission and one member appointed jointly by the Mayor and the

Chair of the County Commission. The members appointed to the Committee shall have a minimum of three-year's experience in human resource management, risk management, finance, or operation control issues. The Committee shall meet every three months to review the City and County employee benefits strategy relating to third party contracts for health benefits, workers' compensation and other services relating to risk management.

(b) The duties and responsibilities of the Director to the Committee shall include, but not be limited to: negotiating all third party contracts for liability, property, detention facility medical, employee health benefits, workers' compensation and other benefit services, developing the request for proposals for solicitation to vendors of services, advising and providing analysis of cost effective ways to address cost implications due to the Affordable Care Act, participating in mediation proceedings relating to employee benefit claims, developing policy and procedures to ensure compliance with state and federal laws relating to health care benefits, workers' compensation and other benefits services.

(c) Any third party contract for employee health benefits, workers' compensation and other services relating to risk management shall be approved by a majority of the Committee; however, the City and County reserve the right to reject any recommendation by the Committee it believes is not in the best interest of its governing body.

4. **Compensation and Financial Obligation**. The Director shall be compensated at a rate set by the City/County Personnel. The City shall pay to the County: 70 percent of the salary and benefits to the Director of Risk Management prorated to a daily rate based on 365 days divided into the annual salary and benefits of the Director of Risk Management for use of these management services through the term of this Agreement. The City shall pay the County once every three months within 30 days after receipt of an invoice from the County. The payment to the County shall increase as the salary and benefits increase for the Director. For purposes of this Agreement, the term "benefits" shall not include travel expenses or car allowance.

5. **Termination**. This Agreement may be terminated by the City or the County upon giving written notice to the other party within six months of the annual evaluation date of the Director. All proprietary information in the possession of the Director will be returned to the governing entity.

6. **Previous Agreements**. This Agreement is the entire Agreement and supersedes all prior collateral communications and agreements of the Parties relating to the subject matter. This Agreement may be amended only by written modification duly executed by each party's authorized representatives.

WHEREFORE, the Parties have executed this Agreement as of the date of the signatures.

______________________	______________________
Todd Strange, Mayor City of Montgomery	Elton N. Dean, Sr., Chairman Montgomery County Commission
______________________	______________________
Witness	Witness

AGENDA

SEP - 5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 8, 2017

RE: Contract No. 53000-16B-037
Metal Pipe

I request that the attached Amendment No. 1 to Gulf Atlantic Culvert Co., Inc. contract for metal pipe be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 17, 2017 and ending on October 16, 2018.

Gulf Atlantic Culvert Co., Inc. would like to increase pricing by 2% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contact extension has been coordinated with George Speaker, County Engineer.

Attachment

9-1

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

Amendment
To
Contract # 53000-16B-037

Amendment No. 1

Contract with Gulf Atlantic Culvert Co., Inc. for metal pipe is hereby extended for one (1) year, beginning October 17, 2017 and ending October 16, 2018.

Prices will increase by 2%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

____

GULF ATLANTIC CULVERT CO., INC.

BY: ______________________

TITLE: ______________________

WITNESS:

____

MONTGOMERY COUNTY COMMISSION

BY: ______________________

TITLE: ______________________

9.2

AGENDA
SEP - 5 2017

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 11, 2017

RE: Contract No. 51100-15B-033
Clean Saturday Refuse Collection Service

I request that the attached Amendment No. 3 to Sea Coast Disposal, Inc. contract for Clean Saturday Refuse Collection Services be considered for approval on a future agenda.

Amendment No. 3 will allow the contract to be extended for one (1) year, beginning November 1, 2017 and ending on October 31, 2018.

Sea Coast Disposal, Inc. would like to increase pricing by 4.9% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with George Speake, County Engineer.

Attachment

10-1

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

Amendment
To
Contract # 51100-15B-033

Amendment No. 3

Contract with Sea Coast Disposal, Inc. for Clean Saturday Refuse Collection Services is hereby extended for one (1) year, beginning November 1, 2017 and ending October 31, 2018.

Prices will increase by 4.9%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS: SEA COAST DISPOSAL, INC.

____________________ BY: ____________________________

TITLE: ____________________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________________

TITLE: ____________________________

10-2

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Montgomery County Commission
Est. 1816

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
334.832.1210
Fax: 334.832.2533
TDD: 334.265.3568
www.mc-ala.org

AGENDA
SEP - 5 2017

August 31, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Director of Risk Management

SUBJECT: Property Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the Property Insurance renewal effective 10/1/17. The property insurance premium for the coming year from October 1, 2017 through September 30, 2018 is projected to be $106,500. This amount represents the same rate as last year's rates of $.492 per $1,000 of value. The rates were secured through Junie Pierce of Colonial Insurance with Affiliated FM Insurance.

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

Scott Kramer

Συβφεχτ: FW: Montgomery County & City
Ατταχημεντσ: States Compensation Forms.pdf

Scott:

Below is the email confirming a flat renewal rate on the County's Property.

Ivy Crumpton
Account Executive

AssuredPartners NL
5251 Hampstead High Street, Unit 200
Montgomery, AL 36116
P 334.270.6798 F 334.270.6797
ivy.crumpton@assuredpartners.com
www.assuredptrnl.com

DISCLAIMER

From: McQueen, Kendra [mailto:kendra.mcqueen@affiliatedfm.com]
Sent: Wednesday, August 16, 2017 1:03 PM
To: Ivy Crumpton <Ivy.Crumpton@assuredpartners.com>
Cc: Junie Pierce <Junie.Pierce@assuredpartners.com>
Subject: RE: Montgomery County

Thanks Ivy! Per our conversation, we can agree to a flat rate for this year's renewal. I show the current average account rate is .0492.

I noticed that they did trend their building values for inflation which is good. We will need to rate based on the MSB estimated building value for 100 & 101 S. Lawrence ($45,420,510). I've attached the MSB report again for reference.

I'll use the expiring values for EDP equipment ($2.4M) and Extra Expense ($5.253M) -unless they have updated values for these items.

I've amended the SOV to include the above changes (please see attached).

Best regards,
Kendra

Kendra McQueen, CPCU, ARM | Assistant Vice President, Senior Production Underwriter
Affiliated FM Insurance Company | 3460 Preston Ridge Road, Ste. 400 | Alpharetta, GA 30005
T: 770-777-3836 | **F**: 770-777-3902 | **E**: kendra.mcqueen@affiliatedfm.com

11-2

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
Administrator
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AGENDA
SEP - 5 2017

August 31, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Excess Liability Insurance Renewal

On August 21, 2017, 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, 2017 through September 30, 2018 with a projected premium including broker fees of $186,000 which represents the same rates as 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 the County Commission's approval of this item outlined above.

States

INSURANCE PROPOSAL

To: Colonial Insurance 5251 Hampstead High St, Unit 200 Montgome AL 36116 **Attn:** Junie Pierce	**From:** Jay Mathiason, CPCU States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 2700 Minneapolis, MN 55402-3332
Proposal For: Montgomery County Commission	**Proposal Expires On:** 10/1/2017

X 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	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
$5,000,000 /Occ	$750,000 /Occ	$171,857	$5,156	$177,013
$5,000,000 /Agg				

OPTION 2

Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
$0 /Occ	$0 /Occ	$0	$0	$0
$0 /Agg				

OPTION 3

Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
$0 /Occ	$0 /Occ	$0	$0	$0
$0 /Agg				

OPTION 4

Company Limits	Self-Insured Retention Limit	PREMIUM	TRIA	TOTAL
$0 /Occ	$0 /Occ	$0	$0	$0
$0 /Agg				

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.
⇨ Maximum Limit - Auto is not in Maximum
⇨ Auto Definition
⇨ Named Insured
⇨ Obligation to Resolve Claims
⇨
⇨
⇨
⇨
⇨

***Please see attached for any additional terms and conditions.

Jay Mathiason

Signed

8/24/2017

Date

12.2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA
SEP -5 2017

August 24, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Excess Health Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the excess health insurance premium effective 10/1/17. This rate secured through Mike Hicks with Alliance Insurance Group was based on a 0.6% increase plus an additional 5% to keep the premium reward feature with Optum Insurance. As such, the renewal rates include a monthly single rate of $7.44 and a family rate of $18.00. Based on our experience this year, we will receive premium rewards for approximately $22,000 which represents 13.3% of the premium. The deductible will remain the same at $250,000 with a $20,950 aggregate specific deductible. The projected premium (less the premium reward) for the period October 1, 2017 – September 30, 2018 is $147,409.

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

Medical Stoploss

Effective Date: October 1st 2017
Contract Terms: 36/12
Laser Liability: See below

Estimated Enrollment: 1096 Contracts
Maximum Specific Benefit: Unlimited

Specific Stoploss Coverage:	Expiring Optum	Renewal	Option 2
Deductible:	$250,000	$250,000	$275,000
Aggregating Deductible:	*$20,950*	*$20,950*	*$20,950*
Specific Rates:			
Single:	$7.02	$7.44	$6.83
Family:	$16.97	$18.00	$16.52
Specific Premium	$148,420	$ 157,409	$144,478
Alliance Insurance Group Fee	$12,000	$12,000	$12,000
Estimated Annual Premium:	**$160,420**	**$169,409**	**$156,478**
% Change		***5.6%***	***-2.4***

Mishik Stafford will have a Specific Deductible of $350,000

Aggregating Specific Deductible: For every dollar you change the deductible the premium exchange is dollar for dollar.

Policy includes Optum Experience Reward Rider: As of 8/23/17 the estimated ERO refund for the 2016-17 plan year is approximately $22,000. This is an estimate and could change based on claims experience.

13-2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
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DONALD L. MIMS, CPA, MPA
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AGENDA
SEP - 5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Director of Risk Management

SUBJECT: Life Insurance Renewal

On August 21, 2017, I met with the County Commission to discuss the renewal of the group life insurance and AD&D coverage. A two year rate guarantee effective June 1, 2016 was secured through John Dorough of Harmon Dennis Bradshaw with Standard Life at a rate of $.10 / $1000 of coverage plus the broker fee for the Life Insurance. The AD&D coverage will remain at a rate of .015 / $1,000. The estimated annual cost for the period June 2017 – June 2018 is $51,000.

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

Cc: Florence Cauthen, Deputy Administrator

Scott Kramer

Συβφεχτ: FW: Annual letter for Commission- Life Insurance

August 21, 2017

Mr. Scott Kramer
City / County Director of Risk Management
Montgomery, Alabama
334-832-1280

RE: Montgomery County Commission Group Life and AD&D Insurance Program (rates and guarantee period)

Dear Scott,

Effective 6-1-2016, we moved the MCC Group Life and AD&D Insurance Program from The Hartford to The Standard.

The Hartford had been an excellent partner for the past several years but was asking for an unwarranted increase. As a result of the quote process and the ultimate move to The Standard, we were able to secure a significant rate reduction (see below).

In force rates with The Hartford until 6-1-2016 were:

Group Life: $0.155
Group AD&D: $0.015

Effective 6-1-2016, new rates with The Standard (until 6-1-2018) are:

Group Life: $0.100
Group AD&D: $0.015

We appreciate again the opportunity to provide this valuable coverage for the Montgomery County Commission.

Sincerely,

John W. Dorough, III, GBDS
Manager, Individual and Employee Benefits Department
Harmon Dennis Bradshaw, Inc.
7115 Halcyon Summit Drive
Montgomery, AL 36117
(334) 273.7277 (phone)

14-2

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
Deputy Administrator
334.832.1210
Fax: 334.832.2533
TDD: 334.265.3568
www.mc-ala.org

AGENDA
SEP - 5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Director of Risk Management

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

On August 21, 2017, I met with the County Commission to discuss Blue Cross Blue Shield administering the Health Reimbursement and Flexible Spending Accounts effective January 1, 2017. Health Equity will administer the flexible spending account plan for $3.95 per participating contract per month. This amount represents a slight reduction from last year's amount.

In addition the Blue Cross administrative fees to process the health claims will be $42.50 / contract / month for Health and $2.00 / contract / month for Dental. Worker's Compensation fees will remain at 8.4% of paid claims. The recommended COBRA rates effective October 1, 2017 are outlined as follows:

The PPO COBRA combined health and dental rates will be:
1. Single - $741.02
2. Family - $1303.08

The HMP COBRA combined health and dental rates will be:
1. Single - $651.45
2. Family - $1149.59

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

BlueCross BlueShield of Alabama

August 22, 2017

Montgomery County Commission
Attention: Scott Kramer
101 South Lawrence Street
Montgomery, AL 36104

Dear Scott,

The Blue Cross and Blue Shield of Alabama Administrative Fee will change to: $42.50 per contract per month for Health and $2.00 per contract per month on Dental. The administrative fee will remain $1.00 per contract per month for the data interfacing with the current behavioral health carrier. The FSA/HRA administrative fee will decrease to $3.95 per participating contract per month. For participants with multiple accounts, the fee is charged for only one account. Worker's Compensations administrative fee will remain 8.40% of paid claims. Teladoc will be added on the HMP plan and the admin fee will be $2.05 per contract per month.

The PPO COBRA rates will remain:	The HMP COBRA rates will remain:	The Dental rates will remain:
Single Health $725.43	Single Health $635.86	Single dental $15.59
Family health $1,247.99	Family Health $1,094.50	Family dental $55.09

PPO Combined single health and dental = $741.02

HMP combined single health and dental = $651.45

PPO Combined family health and dental = $1,303.08

HMP combined family health and dental = $1,149.59

The above fees and COBRA rates are effective October 1, 2017-September 30, 2018.

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

Signature:____

Please let me know if you have any questions.

Sincerely,

Nora Boyd
Account Manager

Elton N. Dean, Sr.
Chairman
Ronda M. Walker
Vice Chairman

Daniel Harris, Jr.
Isaiah Sankey
Doug Singleton

Donald L. Mims, CPA, MPA
Administrator
Florence M. Cauthen
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AGENDA
SEP -5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Director of Risk Management

SUBJECT: Vision Plan Renewal

On August 21, 2017, I met with the County Commission to discuss the renewal of the VSP vision plan renewal. A four year rate guarantee effective October 1, 2017 was secured through John Dorough of Harmon Dennis Bradshaw with VSP at the current rates of $3.68 per month for individual coverage and $10.13 per month for family coverage. The co-pay for the eye exams will decrease from $30 to $20. In addition, the frame / contact lens allowance will increase from $120 to $140.

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

Cc: Florence Cauthen, Deputy Administrator

VSP Vision care for life

Julianne Purcell
Market Director

August 9, 2017

Mr. John Dorough, III
Manager, Individual and Employee Benefits Department
HARMON DENNIS BRADSHAW, INC.
7115 Halcyon Summit Drive
Montgomery, AL 36117

Dear John:

As a valued customer of VSP since January 1, 2016, we hope our mutual client, *Montgomery County Commission*, and their employees have enjoyed a positive outcome with all aspects of our services.

VSP reviewed *Montgomery County Commission's* program and developed rates based on the experience of their vision care program. These rates are outlined below. Many factors are considered when determining rates, such as utilization, claim frequency, retention and trends. The rates include any applicable taxes and health assessment fees.

Group Name:	*Montgomery County Commission*
Group Number:	30063250
Renewal Period:	January 1, 2018 – December 31, 2021 (48 months)
Plan Design	Choice Plan – Exam, lenses every 12 months and frames every 24 months
Copayment:	$30 Exam / $30 Materials
Current Allowances:	$120 Frame / $120 Elective Contact Lens
Current Rates:	$3.68 / $10.13

Recommended Renewal Enhancement Plan

Plan Design:	Choice Plan – Exam, lenses every 12 months and frames every 24 months
Copayment:	***$20*** Exam / ***$20*** Materials
Allowances:	***$140*** Frame / ***$140*** Elective Contact Lens
Renewal Plan Rates:	***$3.68 / $10.13***

Confirm your election of the Proposed Renewal: ☐ Renewal

Please have the appropriate group representative sign the renewal below and fax or email a copy of this renewal to Julianne Purcell at julianne.purcell@vsp.com and Angela Smith at angela.smith@vsp.com or fax 404.816.1914.

We appreciate your business and value our relationship with your organization.

Sincerely,

Julianne Purcell
Julianne Purcell

Authorized Group Representative Signature

16-2

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
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TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA
SEP - 5 2017

August 22, 2017

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Director of Risk Management

SUBJECT: Excess Workers Compensation Insurance

On August 21, 2017, 2016, I met with the County Commission to discuss the results of the RFP (Request for Proposal) for Excess Workers Compensation Insurance coverage effective 10/1/17. The winning proposal was secured through Perry Hooper, Jr. of Palomar Insurance. The insurance carrier is with New York Marine & General Insurance. The estimated annual excess workers comp premium for the coming year from October 1, 2017 through September 30, 2018 is $72,000. This premium amount is .189 per $100 of payroll and represents a 1% decrease from last year's rate. The deductible will decrease from $600,000 to $500,000 (and $750,000 for sworn officers).

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

Palomar INSURANCE

Premium Comparison Worksheet

	2016-17 Program	2017-18 Program .
Limit:	**$1,000,000**	**$1,000,000**
Payroll:	**$35,987,217** (Inception)	**$37,535,073**
Retentions:	**$600k all except**	**$500k all except**
	$750k Rescue Personnel	**$750k Rescue Personnel**
Per 100 Rate:	**.1906**	**.1890**
Dep. Prem:.	**$ 68,616**	**$ 71,600**

Slight rate reduction with a sizeable improvement in the Specific Retention, from $ 600,000 to $ 500,000

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
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WWW.MC-ALA.ORG

AGENDA
SEP - 5 2017

August 30, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Payment of 2017-2018 Association Dues to the Association of County Commissions of Alabama

The Montgomery County Commission, at its meeting on August 21, 2017, agreed to place on the next agenda payment of 2017-2018 Association Dues to the Association of County Commissions of Alabama (ACCA).

I am requesting approval of these dues.

DLM/tn

Attachment

ACCA
Association of County
Commissions of Alabama
67 Counties, One Voice

August 1, 2017

INVOICE

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

2017-2018 Association Dues	$14,124

Please make checks payable to ACCA and mail to:
ACCA
P.O. Box 5040
Montgomery, AL 36103-5040

Payment Due October 1, 2017

18.2

ACCA
Association of County
Commissions of Alabama

P.O. Box 5040 • Montgomery, Alabama 36103
Telephone 334-263-7594 • Fax 334-263-7678
www.alabamacounties.org
Hon. Bill Stricklend, Marshall County, President
Sonny Brasfield, Executive Director

August 1, 2017

Hon. Elton Dean, Chairman
Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Chairman Dean:

The Association of County Commissions of Alabama is approaching the conclusion of another productive year for county government. Marshall County's Bill Stricklend has been an outstanding president and we look forward to the next 12 months under the leadership of Dale County Commissioner Steve McKinnon.

I join the Board of Directors in expressing appreciation for your county's support for and participation in the Association's activities. Your financial support of the Association as well as the personal involvement of county commission members and county employees are essential to our efforts to be the unified voice for Alabama's counties.

As we look toward 2017-2018, I am pleased to report that the Association's dues structure will remain unchanged for the upcoming year. We are aware your budget preparations are underway and, therefore, we are enclosing your county's 2017-2018 membership dues invoice so it might be included in your plans.

Please note: the 2017-2018 membership dues are due October 1, 2017.

Again, we are very grateful for your participation in and support of this important Association. Please contact me if you have any questions, concerns or suggestions.

Sincerely,

Sonny Brasfield

Sonny Brasfield
Executive Director

Enclosure

cc: County Administrator

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
334.832.1210
FAX: 334.832.2533
TDD: 334.265.3568
WWW.MC-ALA.ORG

AGENDA
SEP - 5 2017

September 5, 2017

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) and to sign the contracts:

**C-2017-17: Rescind Appropriation to Westside Restoration Corporation, for At-Risk Youth Programs - $1,500; (Williams)

Note: Organization did not provide required documentation.

C-2017-90: Arthritis Foundation, Inc., for the Southeast Region-Montgomery, for Program Services - $1,500; (Walker)

C-2017-91: Montgomery Area Council on Aging, for Community Services Programs, Including Operating Expenses - $3,000; (Walker)

C-2017-92: Central Alabama CrimeStoppers, Inc., for Public Safety, Health and Welfare Program - $1,000; (Walker)

NC-2017-109: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding for their Community Block Party to Emphasize Neighborhood Safety and Getting to know your Neighbors - $300; (Walker)

NC-2017-110: City of Montgomery, to be used by BONDS to The Anointed Warrior Hill Church, with Funding to Promote Community Day in Pine Level - $1,200; (Singleton)

NC-2017-111: South Montgomery County Fire Protection Authority and Rescue Squad, for General Operations - $1,000; (Singleton)

NC-2017-112: Rolling Hills-Lakes Volunteer Fire Department, for General Operations - $1,000; (Singleton)

NC-2017-113: Pike Road Volunteer Fire Protection Authority, for Operational Expenses - $1,000; (Singleton)

NC-2017-114: Snowdoun Volunteer Fire Department, for General Operations - $1,000; (Singleton)

NC-2017-115: Waugh-Mt. Meigs Volunteer Fire Protection Authority, for General Operations - $1,000; (Singleton)

From fund code 001-59320-494 (Commissioner's Education Miscellaneous Appropriations) to:

BOE-2017-44: BOE, Goodwyn Middle School, for Principal's Discretionary Fund for Football Helmets - $2,500; (Walker)

BOE-2017-45: BOE, Robert E. Lee High School, for Hall of Fame - $3,000; (Walker)

BOE-2017-46: BOE, Wynton M Blount Elementary School, for Principal's Discretionary Fund - $1,000; (Singleton)

BOE-2017-47: BOE, Brewbaker Primary School, for Principal's Discretionary Fund - $1,000; (Singleton)

BOE-2017-48: BOE, Brewbaker Intermediate School, for Principal's Discretionary Fund - $1,000; (Singleton)

BOE-2017-49: BOE, Carr Middle School, for Principal's Discretionary Fund - $1,000; (Singleton)

BOE-2017-50: BOE, Peter Crump Elementary School, for Principal's Discretionary Fund - $1,000; (Singleton)

BOE-2017-51: BOE, Dunbar-Ramer School, for Principal's Discretionary Fund - $1,000; (Singleton)

BOE-2017-52: BOE, Dunbar-Ramer School, for Athletics Program - $800; (Singleton)

BOE-2017-53:	BOE, Fitzpatrick Elementary School, for Principal's Discretionary Fund - $1,000; (Singleton)
BOE-2017-54:	BOE, Georgia Washington Middle School, for Principal's Discretionary Fund - $1,000; (Singleton)
BOE-2017-55:	BOE, Park Crossing High School, for Principal's Discretionary Fund - $1,000; (Singleton)
BOE-2017-56:	BOE, James Wilson Elementary School, for Principal's Discretionary Fund - $1,000; (Singleton)
BOE-2017-57:	BOE, Brewbaker Technology Magnet High School, for Principal's Discretionary Fund - $2,000; (Singleton)

**Rescind

DLM/tll

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: August 29, 2017

RE: Invitation to Bid No. 51901-17B-027
Preventive Maintenance HVAC for Various County Buildings

Request that approval of award on the above referenced Invitation to Bid to the low bid of Climate Service, for $201,164.00 Preventive Maintenance and Alternates 1-3 for $33,500.00, be placed on agenda for September 5, 2017. (Copy of spreadsheet attached.)

Coordination of award made with Lamar Allen, Director of General Services.

Attachment

20-1

Purchasing Department
Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-17B-027 DATE ISSUED: AUGUST 11, 2017 DATE OPENED: AUGUST 28, 2017 SUPPORT SERVICES				Climate Service Attn: Dan Downes 596F Oliver Road Montgomery, AL 36117		Johnson Controls Attn: Shane Cousins 107 Medical Center Drive Prattville, AL 36066		Jake Marshall Service, Inc. 178 W. Valley Avenue Birmingham, AL 35209 NO BID		Siemens Industry, Inc. 285 A Chaba Valley Pkwy Pelham, AL 35124 NO BID		MWBE YES X NO	
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Monthly Preventive	Ea	1	$201,164.00	$201,164.00	$286,000.00	$286,000.00						
	Maintenance												
	Alternate #1												
	Replace Units												
	Carnegie Building												
A	North Side Unit	Ea	1	$6,750.00	$6,750.00	$9,000.00	$9,000.00						
B	South Side Unit	Ea	1	$6,750.00	$6,750.00	$9,000.00	$9,000.00						
	Alternate #2												
	Replace Units												
	Greil Building												
A	Basement Unit	Ea	1	$6,750.00	$6,750.00	$8,500.00	$8,500.00						
B	1st Floor Unit	Ea	1	$6,750.00	$6,750.00	$8,500.00	$8,500.00						
	Alternate #3												
	Replace Unit												
	Probate East	Ea	1	$6,500.00	$6,500.00	$12,000.00	$12,000.00						
TOTAL BID AMOUNTS					$234,664.00		$333,000.00						

Notes: MAILED TO 31 VENDORS

20-2

AGENDA

SEP - 5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 63

DEPARTMENT: County Commission Appropriations **REQUESTED BY:** Donald L. Mims 8/21/17
Elected Official/Dept. Head Date

FINANCE REVIEW: **REVIEWED BY:** Sherrill Thomas 8/21/17
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo [ ]
Agenda [✓]

COUNTY COMMISSION APPROVAL:
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Museum of Fine Arts	001-57500.498	0	2,000	2,000
Donation Revenue	001-40000.47701	(454,564)	(2,000)	(456,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		($ 454,564)	$ 0	($ 454,564)

JUSTIFICATION: To budget an appropriation to the Montgomery Museum of Fine Arts for the Art in Concert Event.

Revised 12/14/2016

21-1

AGENDA

SEP - 5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 64

DEPARTMENT: County Commission Appropriations

REQUESTED BY: Donald L. Mims — 8/21/17
Elected Official/Dept. Head — Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas — 8/21/17
Finance Director — Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ✓

COUNTY COMMISSION APPROVAL:

Administrator — Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Americare Financial Group, Inc.	001-55700.450	0	8,000	8,000
Donation Revenue	001-40000.47701	(456,564)	(8,000)	(464,564)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		($ 456,564)	$ 0	($ 456,564)

JUSTIFICATION: To budget an appropriation for the Positive Environment Engaging Recovery Support (P.E.E.R.S.) Program for a passenger van.

AGENDA

SEP - 5 2017

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST

Request Number: 65

DEPARTMENT: County Commission Appropriations

REQUESTED BY: Donald L. Mims — 8/30/17
Elected Official/Dept. Head — Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas — 8/30/17
Finance Director — Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo ☐
Agenda ☑

COUNTY COMMISSION APPROVAL:

Administrator — Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Helping Mtgy Families Initiative	001-58100.455	0	100,000	100,000
Fund Balance	001.35900		(100,000)	(100,000)
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 0	$ 0	$ 0

JUSTIFICATION: Budget for funding to the Helping Montgomery Families Initiative for program expenses for the period September 1, 2017 through August 31, 2018.

Revised 12/14/2016

23-1

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

www.mc-ala.org/da

(334)832-2550

August 16, 2017

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence Street
Montgomery, Alabama 36104

RE: HMFI Funding for FY2017-2018

Dear Chairman Dean:

The Montgomery County Commission has supported the Helping Montgomery Families Initiative (HMFI) for over nine years in our efforts to provide intervention/prevention services to families of youth that attend Montgomery Public Schools who are suspended and/or truant.

To date, none of the youth who successfully completed the program have been charged with a felony or violent crime and over 80% of the youth have had no involvement with the justice system. For the upcoming school term, HMFI will seek to further expand our efforts through the juvenile diversion program in partnership with Juvenile Court. We are planning a meeting with the Montgomery Police Department to discuss ways that we can partner in this effort.

We are committed to continue our efforts to keep youth in school, curb violence, and reduce the number of youth that come in contact with the justice system. We appreciate your continued support and commitment to $100,000 in funding the HMFI for the upcoming fiscal year 2017-2018.

Thank you for partnering with our office, the Montgomery Public Schools, and the City of Montgomery to provide a proven, unique, and true crime prevention program for the children and families of Montgomery County.

Sincerely,

Daryl D. Bailey

Daryl D. Bailey
District Attorney

cc: Donnie Mims, County Administrator

23-2

AGENDA

SEP - 5 2017

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 2

DEPARTMENT:	Appraisal Department	REVIEWED:	Sherrill Thomas	8/29/2017
DATE:	8/29/2017	Finance Director		Date
REQUESTED BY:	Clay Henley	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Legal Services	120-51985-305	100,000	(2,000)	98,000
Accounting/Auditing Services	120-51985-164	103,000	2,000	105,000
TOTAL 2017 APPRAISAL BUDGET		**2,887,587**	0	**2,887,587**

To cover the cost of auditing services for Tax Management Associates.

24-1

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
Request Number: 2

AGENDA
SEP - 5 2017

DEPARTMENT: Risk Management

REQUESTED BY: Scott Kramer 8/17/17
Elected Official/Dept. Head Date

FINANCE REVIEW:

REVIEWED BY: Sherrill Thomas 8/18/17
Finance Director Date

COMMISSION APPROVAL PROCESSING:

Briefing Memo [ ]
Agenda [✓]

COUNTY COMMISSION APPROVAL:

Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Healthcare - Am. Behavioral	005-51997-182	104,000	14,000	118,000
Healthcare - Prof. Admin. Services	005-51997-185	785,000	50,000	835,000
Healthcare - Excess Loss	005-51997-277	160,000	19,000	179,000
Healthcare - Medical & Dental	005-51997-158	10,500,000	(83,000)	10,417,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		$ 11,549,000	$ 0	$ 11,549,000

JUSTIFICATION: To realign the Health Insurance budget to cover expenses.

25-1

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

AGENDA

SEP - 5 2017

August 14, 2017

TO: Chairman Dean - County Commission Chair

CC: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Future Commission Agenda Item
Request to Hire Community Corrections Officer at Step 4 – AO-6

Dear Chairman Dean:

I am requesting the opportunity to brief the Commission on a proposed future agenda item concerning my recommendation to hire a new Community Corrections Officer at Step 4 on Salary Scale AO-6; an annual salary of $40,126. The Proposed employee, John Humber, has 12 years of experience as an Alabama Probation and Parole Officer and has a few years experience working with the Circuit Courts in Montgomery County. The references and contacts I have made in reviewing the background of this candidate assert that he is a hard-working and dedicated individual with a passion for the type of work for which he is being considered. One of the two Circuit Court Judges to which Mr. Humber would be assigned has worked with him in the past and expressed his approval of this prospective hire. Circuit Court Judge, Ben Fuller of the 19th Judicial Circuit has sent me a glowing letter of recommendation for Mr. Humber as well. This individual is an APOST Certified Officer with a B.S. Degree from Troy University. This candidate has already completed all of the mandatory training required of supervision officers under the recent Prison Reform Act which would save the County a few thousand dollars in training costs. This candidate would be able to take responsibility for a case load servicing the Circuit Courts with very limited preparation and on-the-job training.

The proposed annual salary is budgeted in the forthcoming annual budget. This request for a starting salary over the entry salary is in keeping with previous salary offers to individuals with the same or very similar experience, education and training.

Respectfully submitted,

Paul H. Brown

Paul H. Brown – Executive Director

AGENDA

SEP - 5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419026 (Replacement Of Ryan Spence)

Pay Grade: PCT Pay Range: $30,096

Proposed Effective Date: September 11, 2017

Type of Hire: (✓) New (   ) Promotional

Type of Appointment: (✓) Permanent (   ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date: August 17, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date: August 17, 2017

Employee Benefit Manager

Sherrill Thomas Date: 8/18/2017

Finance Director

ADMINISTRATIVE APPROVAL:

____________________ Date: ________

County Administrator

Revised 12/14/2016

22-1

POSITION FILL REQUEST- BUDGETED VACANCY

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title: Corrections Officer Trainee

Position Number: 500419045 (replacement of Makaveli Young)

Pay Grade: PCT   Pay Range: $30,096

Proposed Effective Date: September 11, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham   Date August 24, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring   Date August 24, 2017

Employee Benefit Manager

Sherrill Thomas   Date 8/25/2017

Finance Director

ADMINISTRATIVE APPROVAL:

________________   Date ________

County Administrator

Revised 12/14/2016

27-2

AGENDA

SEP - 5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: Kevin Murphy, Chief Deputy

POSITION INFORMATION:

Position Title: Building Security Officer

Position Number: 550718168 (Replacement of Deborah Warren)

Pay Grade: A03 Pay Range: $25,630 - $38,294

Proposed Effective Date: September 11, 2017

Type of Hire: (✓) New ( ) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date August 21, 2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date August 21, 2017

Employee Benefit Manager

Sherrill Thomas Date 8/23/2017

Finance Director

ADMINISTRATIVE APPROVAL:

______________________ Date ____________

County Administrator

Revised 12/14/2016

28-1

AGENDA
SEP - 5 2017

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Youth Facility

DEPARTMENT HEAD: Beverly Riddle Wise

SUPERVISOR: Lynn Peavey

POSITION INFORMATION:

Position Title: Administrative Support Specialist

Position Number: 900015002 (Replacement of S. Taft)

Pay Grade: A04 Pay Range: $28,765 - $42,978

Proposed Effective Date: October 1, 2017

Type of Hire: ( ) New (✓) Promotional

Type of Appointment: (✓) Permanent ( ) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 8/29/2017

Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 8/30/2017

Employee Benefit Manager

Sherrill Thomas Date 8/30/2017

Finance Director

ADMINISTRATIVE APPROVAL:

_______________ Date _______________

County Administrator

Revised 12/14/2016

29-1

Montgomery County Commission
Travel / Training Request Approval
Request # 4

AGENDA
SEP - 5 2017

Date: August 24, 2017

To: Donald L. Mims, Administrator

From: Sherrill Thomas, Finance Director

Re: Approval for the following travel:

Destination: Montgomery, AL

Departure Date: September 22, 2017 Return Date: September 22, 2017

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: CPE Course- Financial Accounting & Auditing Conference
Qualifies toward 40 hours required annually for CPA license

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

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

Total (est.) Cost: $245.00 Advance Registration Required: $245.00

Department Name: Finance Fund Name: General

Additional Comments:

To: Sherrill Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $245.00 and advance registration of $245.00 is authorized.

To be completed by the Finance Department	
Fund Code:	001-51110.265 (ex: 000-00000-000)
Description:	Registration and Training
Current Budget:	$3,000.00
Approved Requests:	$620.00
Budget Available:	$2,380.00
Current Requests:	$245.00
Budget Balance:	$2,135.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 8/24/17
cc: Finance Director / Buyer

30-1

Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA
SEP - 5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Steven Reed
Re: Approval for the following travel:

Destination: Washington, D.C.
Departure Date: Sept. 20, 2017 Return Date: Sept. 23, 2017
Conference Leave (Days / Hours): 3 days
Purpose of Travel: To attend Annual Legislative Conference

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

Check Mode of Transportation: County Vehicle [ ] Commercial Air [✓]
Private Vehicle [ ] Other (Specify) [ ]

Total (est.) Cost: $1,800.00 Advance Registration Required: $0.00
Department Name: Judge of Probate Fund Name: 001-51300-265
Additional Comments:

To: Steven Reed
From: Donald L. Mims, Administrator
The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $1,800.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51300.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$17,000.00
Approved Requests:	$15,194.69
Budget Available:	$1,805.31
Current Requests:	$1,800.00
Budget Balance:	$5.31

Donald L. Mims, Administrator

Montgomery County Alabama

Reviewed by: S. Thomas
Date: 8/30/17
cc: Finance Director / Buyer

30-2

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 26

AGENDA
SEP -5 2017

Date: August 23, 2017
To: Donald L. Mims, Administrator
From: Carmen Douglas, Personnel Director
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: October 18, 2017 Return Date: October 18, 2017
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend Fred Pryor Seminar: Developing Emotional Intelligence

Traveler (s) Name:
1. Monica Caudle
2. Henry Jackson
3.
4.
5.
6.

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

Total (est.) Cost: $198.00 Advance Registration Required: $198.00
Department Name: Personnel Fund Name: Merit System
Additional Comments: 99.00/person - 20% discount
EXPENSE WILL BE INCURRED IN THE 2018 BUDGET

To: Carmen Douglas, Personnel Director
From: Donald L. Mims, Administrator
The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $198.00 and advance registration of $198.00 is authorized.

To be completed by the Finance Department

Fund Code:	123-51961.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$17,801.37
Budget Available:	$7,198.63
Current Requests:	$0.00
Budget Balance:	$7,198.63

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 8/24/17
cc: Finance Director / Buyer

30-3

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 21

AGENDA
SEP - 5 2017

Date: August 23, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 1800 Interstate Park Drive, Montgomery, AL
Departure Date: December 11, 2017 Return Date: December 11, 2017
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Front Desk Safety and Security

Traveler (s) Name:
1. Patrice Jackson
2. ReBecca Johnson
3. Kimberley Long
4.
5.
6.

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

Total (est.) Cost: $447.00 Advance Registration Required: $447.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments:
EXPENSE WILL BE INCURRED IN THE 2018 BUDGET YEAR

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator
The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $447.00 and advance registration of $447.00 is authorized.

To be completed by the Finance Department

Fund Code:	124-52960.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,500.00
Approved Requests:	$9,623.88
Budget Available:	$876.12
Current Requests:	$0.00
Budget Balance:	$876.12

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 8/24/17
cc: Finance Director / Buyer

30-4

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 22

AGENDA
SEP - 5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: Perdido Beach Resort, Orange Beach, AL
Departure Date: October 24, 2017 Return Date: October 27, 2017
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Court Referral, Community Corrections and Drug Courts Annual Conference

Traveler (s) Name:
1. Paul Brown
2. ReBecca Johnson
3. Shonda Williams
4.
5.
6.

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

Total (est.) Cost: $2,300.00 Advance Registration Required: $600.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments:
EXPENSE WILL BE INCURRED IN THE 2018 BUDGET

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator
The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $2,300.00 and advance registration of $600.00 is authorized.

To be completed by the Finance Department

Fund Code:	124-52960.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,500.00
Approved Requests:	$9,623.88
Budget Available:	$876.12
Current Requests:	$0.00
Budget Balance:	$876.12

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 8/30/17
cc: Finance Director / Buyer

30-5

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 23

AGENDA
SEP - 5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 6000 Atlanta Hwy, Montgomery, AL
Departure Date: October 17, 2017 Return Date: October 17, 2017
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend The Attorney General's Statewide Law Enforcement Summit

Traveler (s) Name:
1. Jeffery Solomon
2. ReBecca Johnson
3. Shonda Williams
4. Demetric Shipman
5.
6.

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

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Community Corrections Fund Name: Community Corrections
Additional Comments:

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator
The above request is 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department	
Fund Code:	124-52960.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,500.00
Approved Requests:	$9,623.86
Budget Available:	$876.14
Current Requests:	$0.00
Budget Balance:	$876.14

Reviewed by: S. Thomas
Date: 8/30/17
cc: Finance Director / Buyer

30-6

Montgomery County Commission
Travel / Training Request Approval
Request # 81

AGENDA
SEP - 5 2017

Date: August 18, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: Selma, AL
Departure Date: September 11, 2017 Return Date: September 14, 2017
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: attend DRUG UNIT SUPERVISOR COURSE

Traveler (s) Name: 1. Jessie Oliver 4.
2. 5.
3. 6.

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

Total (est.) Cost: $100.00 Advance Registration Required: $0.00
Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499
Additional Comments: only possible expense(s) might be student social event

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To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator
The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $100.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	749-52110.499	(ex: 000-00000-000)
Description:	Administration Expense	
Current Budget:	$361,500.00	
Approved Requests:	$146,095.96	
Budget Available:	$215,404.04	
Current Requests:	$100.00	
Budget Balance:	$215,304.04	

Donald L. Mims, Administrator

MONTGOMERY COUNTY ALABAMA

Reviewed by: S. Thomas
Date: 8/23/17
cc: Finance Director / Buyer

30-7

Revised 2/8/17

Montgomery County Commission
Travel / Training Request Approval
Request # 82

AGENDA
SEP - 5 2017

Date: August 30, 2017
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Approval for the following travel:

Destination: St. Louis, MO
Departure Date: October 3, 2017 Return Date: October 5, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend Code 3 University course

Traveler (s) Name:
1. Jason Brosius
2.
3.
4.
5.
6.

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

Total (est.) Cost: $500.00 Advance Registration Required: $0.00
Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499
Additional Comments:
Expenses will be Incurred in the 2018 Budget

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator
The above request is app. 9/5/17 reimbursement of actual and necessary expenses in the approximate amount of $500.00 and advance registration of $0.00 is authorized.

Donald L. Mims, Administrator

To be completed by the Finance Department

Fund Code:	749-52110.499 (ex: 000-00000-000)
Description:	Administration Expense
Current Budget:	$361,500.00
Approved Requests:	$146,195.96
Budget Available:	$215,304.04
Current Requests:	$0.00
Budget Balance:	$215,304.04

Reviewed by: S. Thomas
Date: 8/30/17
cc: Finance Director / Buyer

30-8

Revised 2/8/17