



November 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the November 20, 2017
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, November 20, 2017, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

At the last County Commission meeting, it was agreed to place on the next agenda a Purchase and Sale Agreement with Chemical Addictions Program, Inc., regarding certain real property containing approximately 3.9 acres located on Air Base Boulevard and related appraisal authorization. I have talked to Chairman Dean and, due to complications regarding the transaction, he requested that the Commission not consider these items at this time and to not have them on the agenda for Monday.

Also, enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

1. County Commission Information Session Schedule for November 20, 2017

Waived Rules Items to Consider for November 20, 2017

2. Consider Authorization of Post-Issuance Compliance Checklist regarding General Obligation Warrants, Series 2017, County Commission
3. Consider Authorization of the 2018 Proposed Legislative Agenda, County Commission

Items to Consider for the Monday, December 4, 2017 Montgomery County Commission Regular Meeting Agenda

4. Consider Authorization of Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville, Youth Facility

5. Consider Authorization of Contract with The Bridge, Inc., for the Davis Treatment Program, Youth Facility
6. Consider Authorization of Amendment Number 2 to Contract with Osburn Associates, Inc., regarding a One (1) Year Extension, beginning January 4, 2018 and ending on January 3, 2019, for Traffic Signage and Supplies, Contract Number 53104-16B-005, Engineering Department
7. Consider Authorization of Equitable Sharing Agreement and Certification with the U.S. Department of Justice, District Attorney's Office
8. Consider Authorization of Proposals from Carmichael Engineering, Inc., for Geotechnical Investigation and Engineering Services at the New Montgomery County Department of Human Resources (MCDHR) Building, County Commission
9. Consider Authorization of Board Member Appointments, Southeast Alabama Emergency Medical Services Council, Inc.
10. Consider Authorization of Board Member Appointment, Montgomery County Parks and Recreation Board
11. Consider Authorization of Amendment Number 1 to Contract with Diversified Companies, LLC, regarding a One (1) Year Extension, beginning January 3, 2018 and ending on January 2, 2019, for Offsite Printing of Notices, Contract Number 51500-17B-006, Revenue Commissioner's Office
12. Consider Authorization of Amendment Number 2 to Contract with Summit Food Services, LLC, regarding a One (1) Year Extension, beginning December 1, 2017 and ending on November 30, 2018, and a 2.2% Pricing Increase for Inmate Food Services, Contract Number 52200-16B-041, Detention Facility
13. Consider Authorization of Amendment Number 2 to Contract with Gulf States Distributors, Inc., regarding a One (1) Year Extension, beginning December 21, 2017 and ending on December 20, 2018, and a 5% Pricing Increase for Emergency Equipment, Contract Number 52110-16B-008, Sheriff's Office
14. Consider Authorization of Bid Award to Legacy Inmate Communication for Installation, Service and Operations of the Inmate Telephones and Public Pay Telephones, Bid Number 52200-18B-001, Detention Facility

Personnel Action Items

15. Consider Authorization of a Two-Step Irregular Pay Increase for Appraisal Technician Lura Widgeon from A05, Step 12 (\$44,865) to A05, Step 14 (\$47,146), Appraisal Department

General Information

16. Copy of **Letter from Executive Director Johnny Williams** with Central Alabama Sports Commission requesting Funding in the Amount of \$100,000 for the 2017 Raycom Media Camellia Bowl and Invitation to Attend Events as Ambassadors to Community Leaders from the Sun Belt Conference and Mid-American Conference Representatives and Dignitaries from both Institutions and **Copy of a Sponsorship Agreement with ESPN Productions, Inc.**
17. Copy of Workers Comp / Auto Liability Report and Healthcare Expenses Report from Director of Risk Management Scott Kramer
18. Copy of Memorandum regarding Proposed Financing of Repair and Renovation of County Facilities. **Four decisions need to be made by the Commission in order to proceed with issuing Revenue Warrants and refunding the Series 2007 General Obligation Warrants for the proposed repair and renovation of County facilities.**
19. Copy of Memorandum from Sheriff Derrick Cunningham regarding Objection to Issuing a Lounge Retail Liquor – Class I License to Alabama Auburn Sports Bar and Grill, 14716 Troy Highway, Mathews, Alabama
20. Copy of Email from A-KEEP requesting to meet with the Commission at the next meeting
21. Copy of Schedule of Upcoming Bids/Contract Renewals for November – December 2017
22. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for November 2017
23. Copies of Revenue Reports for October 2017 from Tax and Audit Department
24. Copy of Population Report for October 2017 for the Mac Sim Butler Detention Facility
25. Copy of Census and Fiscal Report for October 2017 for Community Corrections

Request for Funding

At our last County Commission meeting, Executive Director Pam Riley-Boldin with the Riley Relief Foundation spoke to me and requested that each Commissioner appropriate \$600 to her program. Commissioner Sankey has appropriated \$500.

Future Budget Changes from Donation Revenue – No Attachments

<u>Organization</u>	<u>Amount of Request</u>
Liberty Learning Foundation, Inc.	\$ 25,000.00
Valiant Cross Academy	\$ 42,963.06

Montgomery County Commission

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Montgomery Education Foundation	\$ 32,000.00
E.A.T. South Farm	\$ 10,000.00
Women of Hope	\$ 13,500.00
Montgomery Symphony Association	\$ 20,000.00
House to House	\$ 12,400.00
Heritage Training & Career Center	\$ 20,000.00
Second Chance Foundation	<u>\$ 25,000.00</u>
Total - Requests for Funding	\$200,863.06

If you have any questions, please contact me.

/tn

Attachments

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
NOVEMBER 20, 2017

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Managing Director Mike Dunn with STIFEL – Presentation regarding Post-Issuance Compliance Checklist concerning General Obligation Warrants, Series 2017 (**Waived Rules Item 2**)
- 8:20 a.m. General Manager Randy Stephenson with the Garrett Coliseum Redevelopment Corporation – Update regarding the Garrett Coliseum Renovation Project
- 8:30 a.m. Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC – Presentation regarding the 2018 Proposed Legislative Agenda (**Waived Rules Item 3**)
- 8:40 a.m. Acting Juvenile Court Administrator Beverly Wise – Presentation regarding Contracts for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville (**Future Agenda Item 4**) and Contract with The Bridge, Inc., for the Davis Treatment Program (**Future Agenda Item 5**)
- 8:50 a.m. Executive Director Johnny Williams with Central Alabama Sports Commission – Presentation regarding a **Request for Funding in the Amount of \$100,000** for the 2017 Raycom Media Camellia Bowl and Invitation to Attend Events as Ambassadors to Community Leaders from the Sun Belt Conference and Mid-American Conference Representatives and Dignitaries from both Institutions and a **Sponsorship Agreement with ESPN Productions, Inc. (General Information Item 16)**
- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information System Operations
- 9:05 a.m. County Engineer George Speake – Update regarding Engineering Operations and Amendment Number 2 to Contract with Osburn Associates, Inc., regarding a One (1) Year Extension, beginning January 4, 2018 and ending on January 3, 2019, for Traffic Signage and Supplies, Contract Number 53104-16B-005 (**Future Agenda Item 6**)
- 9:10 a.m. Artistic Director Kitty Seale with the Alabama Dance Theatre – Presentation regarding the Dance Program
- 9:30 a.m. Formal Session
- 10:00 a.m. Director of Risk Management Scott Kramer – Presentation regarding Workers Comp / Auto Liability Report and Healthcare Expenses Report (**General Information Item 17**)

- 10:10 a.m. Chief Appraiser Clay Henley – Presentation regarding a Two-Step Irregular Pay Increase for Appraisal Technician Lura Widgeon from A05, Step 12 (\$44,865) to A05, Step 14 (\$47,146) **(Personnel Action Item 15)**
- 10:20 a.m. Chief Administrator Rhonda Cape with the District Attorney's Office – Presentation regarding an Equitable Sharing Agreement and Certification with the U.S. Department of Justice **(Future Agenda Item 7)**
- 10:30 a.m. Adjourn

November 14, 2017

Donald L. Mims
County Administrator of Montgomery County
101 S Lawrence St,
Montgomery, AL 36104

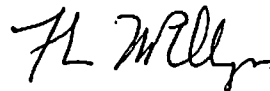
Re: Post-Issuance Compliance Checklist – General Obligation Warrants

Dear Donnie:

Please find attached a checklist of post-issuance compliance responsibilities that I have prepared in consultation with your Finance Director, Sherrill Thomas. This checklist is modeled after the template that was developed by the National Association of Bond Lawyers. By approving this assignment of post-issuance compliance responsibilities, we can inform the IRS that the County has appropriate policies to guard against post-issuance lapses that could have an adverse impact on the tax status of the proposed General Obligation Warrants. As a result, the approval of this checklist will lessen the odds of a random audit by the IRS post-closing.

Please place a motion on the next Commission meeting agenda for approval of this checklist. No written resolution is necessary as a verbal motion to approve will suffice. If you should have any questions concerning this matter, please do not hesitate to give me a call.

Very truly yours,



Frank D. McPhillips

FDM:kkg
Attachment



National Association of Bond Lawyers

POST ISSUANCE COMPLIANCE CHECKLIST

\$XXXXX General Obligation Warrants, Series 2017
issued by Montgomery County on December __, 2017

TRANSACTION PARTIES	
Overall Responsible Office for Debt Management Activities	County Administrator ("County Administrator") (currently Donald Mims) and Finance Director (currently Sherrill Thomas)
Bond Counsel	Maynard, Cooper & Gale, P.C.
Trustee	N/A
Paying Agent	Regions Bank
Rebate Specialist	To be determined
Other: Disclosure Counsel	Maynard, Cooper & Gale, P.C.
Other:	
Other:	

A.	TAX LAW REQUIREMENTS	Document Reference	Responsibility
1.	General Matters.		
	(a) Proof of filing Form 8038, 8038-G, 8038-GC, 8038-B, or 8038-TC. Copies of Form 8038, etc., to State authorities as required by State procedures.	8038-G	Bond Counsel
	(b) "Significant modification" to bond documents results in reissuance under Treas. Reg. § 1.1001-3. Proof of filing new Form 8038, etc., plus final rebate calculation on pre-modification bonds.	Article 5 of Tax Certificate and Agreement ("TCA")	County Administrator in consultation with Bond Counsel
2.	Use of Proceeds: Governmental Bonds or Qualified 501(c)(3) Bonds.		
	(a) No private business use arrangement with private entity (includes federal government) beyond permitted <i>de minimis</i> amount unless cured by remedial action under Treas. Reg. § 1.141-12.	Article 2 of TCA	County Administrator in consultation with Bond Counsel
	(i) Sale of facilities.	Article 2 of TCA	County Administrator in consultation with Bond Counsel

(ii)	Lease.	Article 2 of TCA	County Administrator in consultation with Bond Counsel
(iii)	Nonqualified management contract. Rev. Proc. 97-13.	Article 2 of TCA	County Administrator in consultation with Bond Counsel
(iv)	Nonqualified research contract. Rev. Proc. 2007-47.	Article 2 of TCA	County Administrator in consultation with Bond Counsel
(v)	"Special legal entitlement."	Article 2 of TCA	County Administrator in consultation with Bond Counsel
(b)	Additional requirements for qualified 501(c)(3) bonds.	N/A	N/A
(i)	No unrelated business activity income in facility beyond permitted <i>de minimis</i> amount.	N/A	N/A
(ii)	No activities jeopardizing 501(c)(3) exemption of 501(c)(3) borrower.	N/A	N/A
(c)	Remedial action may consist generally of redemption or defeasance of bonds (with notice of defeasance to IRS). Where disposition is a cash sale, remedial action may be an alternative qualifying use of proceeds. If bonds are 501(c)(3) bonds, alternative use must have "TEFRA" hearing and elected official approval prior to sale of original facilities. Proof of filing new Form 8038, etc.	Article 5 of TCA	County Administrator in consultation with Bond Counsel
3.	Private Activity Bonds. IRC §142.		
(a)	Exempt facilities—in general.	N/A	N/A
(i)	Continuing use of exempt facilities in accord with basis of tax exemption.	N/A	N/A
(ii)	Use excess proceeds for redemption or defeasance (with notice of defeasance to IRS) within 90 days of determination that proceeds will not be spent, or date financed facility is placed in service. Treas. Reg. § 1.142-2(c).	N/A	N/A
(b)	Residential rental project bonds.	N/A	N/A

(i)	Meet low-income requirements for qualified project period. IRC §142(d).	N/A	N/A
(ii)	Proof of filing annual reports of compliance by project operator on Form 8703.	N/A	N/A
(c)	Qualified mortgage bonds.	N/A	N/A
(i)	Good faith compliance efforts for mortgage eligibility. IRC §143(a)(2).	N/A	N/A
(ii)	Spend proceeds or redeem bonds within 42 months of issuance; use mortgage prepayments after first 10 years to redeem bonds at next semiannual debt service date after receipt.	N/A	N/A
(iii)	Proof of filing annual reports of mortgagor income due 8/15. Treas. Reg. § 1.103A-2(k)(2)(ii).	N/A	N/A
(d)	Small issue manufacturing bonds using \$10,000,000 (\$20,000,000 for 2007) capital expenditure limit: monitor capital expenditures during three years after issuance for compliance with limit. IRC §144(a).	N/A	N/A
(e)	Acquisition of existing facilities: make qualifying rehabilitation within 24 months unless covered by exceptions. IRC §147(d).	N/A	N/A
4.	Arbitrage.		
(a)	Rebate. IRC §148(f).		
(i)	First installment of arbitrage rebate due on fifth anniversary of bond issuance plus 60 days.	Rebate Instructions	Finance Director in consultation with Rebate Specialist
(ii)	Succeeding installments every five years.	Rebate Instructions	Finance Director in consultation with Rebate Specialist
(iii)	Final installment 60 days after retirement of last bonds of issue.	Rebate Instructions	Finance Director in consultation with Rebate Specialist
(iv)	Monitor expenditures prior to semi-annual target dates for six-month, 18-month, or 24-month spending exception.	Rebate Instructions	Finance Director in consultation with Rebate Specialist
(b)	Monitor expenditures generally against date of issuance expectations for three-year or five-year temporary periods or five-year hedge bond rules.	Rebate Instructions	Finance Director in consultation with Rebate Specialist

(c) For advance refunding escrows, confirm that any scheduled purchases of 0% Securities of State and Local Government Series are made on scheduled date.	N/A	N/A
5. Special Rules for Pool Bonds.		
(a) Redeem bonds at one-year and three-year expenditure target dates. Pay 95% of costs of issuance within 180 days. IRC §149(f), as amended 2006.	N/A	N/A
(b) 501(c)(3) pools: redeem bonds at one-year expenditure target date. IRC §147(b)(4).	N/A	N/A
6. Record Retention.		
(a) Maintain general records relating to issue for life of issue plus any refunding plus three years.	N/A	Finance Director
(b) Maintain special records required by safe harbor for investment contracts or defeasance escrows. Treas. Reg. § 1.148-5.	N/A	Finance Director
(c) Maintain record of identification on issuer's books and records of "qualified hedge" contract. Treas. Reg. § 1.148-4(h)(2)(viii) and § 1.148-11A(i)(3).	N/A	N/A
(d) Maintain record of election not to take depreciation on leased property that must be treated as owned by a governmental unit. Treas. Reg. § 1.103(n)-2T Q/A7.	N/A	N/A
(e) Maintain record of agreements and assignments between governmental units that affect volume cap allocations under IRC §146. Treas. Reg. § 1.103(n)-3T Q/A8, 13 & 14.	N/A	N/A
(f) Maintain record of election to utilize the \$10,000,000 small issue bond limit on the books and records of the issuer. Treas. Reg. § 1.103-10(b)(2)(vi).	N/A	N/A
7. Allocations of Bond Proceeds to Expenditures. Make any allocations of bond proceeds to expenditures needed under Treas. Reg. § 1.148-6(d) and § 1.141-6(a) by 18 months after the later of the date the expenditure was made or the date the project was placed in service, but not later than the earlier of five years after the bonds were issued or 60 days after the issue is retired.	N/A	Finance Director in consultation with Bond Counsel
B. DISCLOSURE REQUIREMENTS		
1. SEC Rule 15c2-12 Requirements.		

(a) Determine applicability of continuing disclosure undertaking ("CDU").	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(b) Identification of "obligated person" for purposes of Rule 15c2-12. Governmental Bonds: Issuer. Private Activity Bonds: Issuer or Borrower	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(c) Name of Dissemination Agent, if applicable.	N/A	N/A
(d) Periodically determine that required CDU filings have been prepared, sent to and received by the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(e) Information required to be provided to EMMA:		
(i) Annual Reports.		
(1) Quantitative financial information and operating data disclosed in official statement.	Continuing Disclosure Agreement	Finance Director (to be satisfied by filing audited financial statements)
(2) Audited financial statements.	Continuing Disclosure Agreement	Finance Director
(ii) Other information.		
(1) Change of fiscal year.	Continuing Disclosure Agreement	Finance Director
(2) Other information specified in CDU.	N/A	N/A
(f) Material Event Disclosure. Notification by obligated person to EMMA, in a timely manner not in excess of 10 business days after the occurrence of the event, of any following events with respect to bonds:	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(i) Principal and interest payment delinquencies.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(ii) Non-payment related defaults, if material.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel

(iii)	Unscheduled draws on debt service reserves reflecting financial difficulties.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(iv)	Unscheduled draws on credit enhancements reflecting financial difficulties.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(v)	Substitution of credit or liquidity providers, or their failure to perform.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(vi)	Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(vii)	Modifications to rights of holders of the bonds, if material.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(viii)	Bond calls, if material, and tender offers.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(ix)	Defeasances.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(x)	Release, substitution or sale of property securing repayment of the bonds, if material.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(xi)	Rating changes.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(xii)	Bankruptcy, insolvency, receivership or similar event.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(xiii)	Merger, consolidation or acquisition involving obligated person or the sum of all or substantially all of the assets.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
(xiv)	Appointment of a successor or additional trustee or the change of name of a trustee, if material.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel

(g) Failure of the obligated person to timely file financial information (including audited financial statements) and operating data with EMMA.	Continuing Disclosure Agreement	Finance Director in consultation with Disclosure Counsel
2. Notification to Underwriters of Bonds. Determination of whether bond purchase agreement requires issuer of the bonds to notify underwriters for a specified period of time of any fact of event that might cause the official statement to contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances in which they were made, not misleading.	Warrant Purchase Agreement	Finance Director in consultation with Disclosure Counsel
3. Information Required to be Filed with Other Entities.		
(a) Trustee.	N/A	N/A
(b) Rating Agency(ies).	N/A	Finance Director
(c) Bond Insurer.	N/A	N/A
(d) Credit Enhancer.	N/A	N/A
Examples:		
(i) Financial records.		
(1) Annual.	N/A	N/A
(2) Quarterly.	N/A	N/A
(ii) Budgets.	N/A	N/A
(iii) Issuance of additional bonds.	N/A	N/A
(iv) Events of default.	N/A	N/A
(v) Notices of redemption.	N/A	N/A
(vi) Amendments to bond documents.	N/A	N/A
4. Local Disclosure. State and/or local requirements.	N/A	Finance Director in consultation with Bond Counsel
C. MISCELLANEOUS STATE LAW AND DOCUMENT REQUIREMENTS		

1. Security.	N/A	N/A
(a) Proof of filing UCC statements with appropriate authorities as required by State procedures.	N/A	N/A
(i) Initial UCC financing statements filed with appropriate authorities. UCC 9-501(a).	N/A	N/A
(ii) Continuation statements filed by fifth anniversary. UCC 9-515(d).	N/A	N/A
(iii) Transfer by government or governmental unit not requiring a UCC statement. UCC 9-102(a)(45) (UCC exception adopted in certain jurisdictions).	N/A	N/A
(iv) Public finance transaction in connection with debt securities (all or portion of securities have initial stated maturity of 20 years; obligated party is State or State governmental unit) qualifies for 30-year filing. UCC 9-515(b)	N/A	N/A
(v) Other local requirements or exceptions.	N/A	N/A
(b) Proof of filing recorded mortgages, deeds of trust with appropriate authorities and proof of delivery of originals to trustee or custodian.	N/A	N/A
2. Insurance.	N/A	N/A
(a) Proof of receipt of final title policy and proof of delivery to trustee or custodian.	N/A	N/A
(b) Monitor compliance with property and casualty insurance requirements.	N/A	N/A
3. Financial Covenants. Monitor compliance with rate covenant or other covenants not included in B(3) above.	N/A	N/A
4. Transfer of Property.	N/A	N/A
(a) Restrictions on transfer of cash.	N/A	N/A
(b) Restrictions on releases of property.	N/A	N/A
(c) Restrictions on granting liens or encumbering property.	N/A	N/A

5.	Investments. Compliance with permitted investments.	Warrant Resolution	Finance Director in consultation with Bond Counsel
6.	Derivatives.		
	Entering into and ongoing compliance of derivatives contracts is complex and a universe in and of itself. GFOA has created a Derivatives Checklist and a Recommended Practice on the Use of Debt-Related Derivatives Products and the Development of a Derivatives Policy to assist issuers with understanding these products. These documents can be found at: http://gfoa.org/services/rp/debt.shtml .	N/A	N/A

Tammy Nix

From: Frank McPhillips <FMcPhillips@maynardcooper.com>
Sent: Tuesday, November 14, 2017 12:33 PM
To: Donald Mims
Cc: Sherrill Thomas; Dunn, Mike (Public Finance); Rehm, Gary (Public Finance)
Subject: Post-issuance compliance checklist
Attachments: Montgomery Co 2017 - Post Issuance Compliance Checklist (04227871x80C68).doc

Donnie – Attached is a draft of the checklist of post-issuance compliance responsibilities that I put together after consultation with Sherrill. It is modeled after the template developed by the National Association of Bond Lawyers. The approval of this checklist will enable us to check a box on the information return we will send to the IRS in connection with the 2017 Warrants. By checking the box, it theoretically lessens the odds of the County being selected for a random IRS audit later.

I recommend that you put this checklist on the agenda for approval by the Commission at its next meeting. No particular resolution is necessary. A simple motion to approve the assignment of responsibilities designated in the checklist is all you need.

Call if you have a question.

FRANK MCPHILLIPS

Shareholder

T: 205.254.1045

C: 205.566.5253

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MAYNARD
COOPER GALE

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Crosby Drinkard Group, LLC
Governmental Relations & Consulting

November 16, 2017

MEMORANDUM

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

FROM: Crosby Drinkard Group

SUBJECT: 2018 Legislative Agenda

Following are draft bills for the Commission to consider introducing in the 2018 Regular Session of the Alabama Legislature.

These drafts were prepared by the Alabama Legislative Reference Service following conversations with Commissioners.

1. Commissioner's Retirement Bill
2. Additional Expense Allowance for the Member of the County Commission

In the event other proposals for bills are brought to our attention, we will present them to you expeditiously for your consideration.

Crosby Drinkard Group, LLC
P.O. Box 5167
Montgomery, AL 36103
P: 334.356.6467/ 334.954.3111
F: 334.356.4198/ 334.954.3112

According to the Association of County Commissions of Alabama (ACCA), Montgomery County is one of only a very few counties in the entire State of Alabama that does not have retirement for County Commissioners. Although actual figures are not available, ACCA estimates that only three or four counties do not have retirement benefits for County Commissioners.

If the attached draft bill becomes law, the estimated TOTAL cost of retirement to Montgomery County for all five Montgomery County Commissioners will be \$7,518.96 annually. This amount is based on the total of all Commissioners' salaries combined. Expense allowance is not allowed to be considered as income for retirement purposes.

The draft bill proposed would base county commission retirement on the same qualifications and terms as all other Montgomery County employees with minimal cost to the County. Additionally, it would bring Montgomery County in line with its peer counties and, by far, the rest of the State.

8 SYNOPSIS: This bill would propose an amendment to the
9 Constitution of Alabama of 1901, to allow the
10 members of the Montgomery County Commission to
11 participate in the Employees' Retirement System.
12

13 A BILL
14 TO BE ENTITLED
15 AN ACT
16

17 Proposing an amendment to the Constitution of
18 Alabama of 1901, to allow the members of the Montgomery County
19 Commission to participate in the Employees' Retirement System.

20 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

21 Section 1. The following amendment to the
22 Constitution of Alabama of 1901, is proposed and shall become
23 valid as a part of the Constitution when all requirements of
24 this act are fulfilled:

25 PROPOSED AMENDMENT

26 No elected or appointed Montgomery County
27 Commissioner may assume a supernumerary office after the

1 effective date of this amendment. Each member of the
2 Montgomery County Commission may participate in the Employees'
3 Retirement System of Alabama upon the same terms and
4 conditions as may be specified by law for any other employee
5 in the same retirement system. A Montgomery County
6 Commissioner holding office at the time of the ratification of
7 this amendment shall be eligible to purchase service credit in
8 the Employees' Retirement System for the time the official has
9 served in the current office; provided, however, the official
10 may not assume a supernumerary office.

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Section 284 and Section
13 284.01 of the Constitution of Alabama of 1901, now appearing
14 as Section 284 and Section 284.01 of the Official
15 Recompilation of the Constitution of Alabama of 1901, as
16 amended, and the election laws of this state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to the Constitution of Alabama of 1901, to allow the
24 members of the Montgomery County Commission to participate in
25 the Employees' Retirement System.

26 "Proposed by Act _____."

1 This description shall be followed by the following
2 language:
3 "Yes () No ()."

9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; providing for an
14 additional expense allowance for the members of the county
15 commission.

16 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

17 Section 1. Each member of the Montgomery County
18 Commission, upon approval by the commission by a recorded roll
19 call vote, shall be entitled to receive an additional expense
20 allowance in an amount of up to five hundred dollars (\$500)
21 per month to be paid out of the county general fund. This
22 expense allowance shall be in addition to any and all other
23 compensation, salary, and expense allowances provided for by
24 law.

25 Section 2. This act shall become effective
26 immediately following its passage and approval by the
27 Governor, or its otherwise becoming law.

Tammy Nix

From: Beverly Wise
Sent: Tuesday, November 14, 2017 4:04 PM
To: Donald Mims
Cc: Tammy Nix
Subject: FW: Detention Contracts 2017-2018
Attachments: Scan_0051.pdf

Please see the attached six contracts for detention beds from Monroe County, Autauga County, the City of Prattville, Butler County, Chilton County and Elmore County. I am requesting that these contracts be placed on the next agenda for the Commissioner's consideration. I can bring the originals to your office this week.

Thank you,
Beverly

Beverly Riddle Wise
Acting Juvenile Court Administrator

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, **Autauga County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a second bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$20,000.00 for the second guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July). **Autauga County** will be guaranteed a third bed in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the

- housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
 8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
 12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility

Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

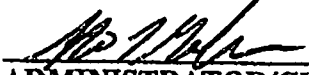
MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Butler County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 12th day of September, 2017.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kelpatuck
ADMINISTRATOR/CLERK/
TREASURER

Mark A. Allen
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Chilton County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Crista Madden
ADMINISTRATOR/CLERK/
TREASURER

Ala. Bf
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second and third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the

Juvenile Detention Director. Elmore County will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between Elmore County and Montgomery County, then said Elmore County agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Elmore County has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

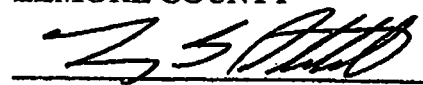
CHAIRMAN

ATTEST

ELMORE COUNTY



ADMINISTRATOR/CLERK/
TREASURER



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Monroe County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and **Montgomery County**, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in **Montgomery County, Alabama**.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, **Montgomery County** has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the City of Prattville, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee **one** bed to the **City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$20,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **City of Prattville** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **City of Prattville** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **City of Prattville** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **City of Prattville** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **The City of Prattville** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **City of Prattville**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **City of Prattville** will report all suspicion of sexual abuse or sexual harassment immediately.
12. If any dispute arises between the **City of Prattville** and Montgomery County, then said **City of Prattville** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the Mayor of its Municipality on the 19th day of September, 2017.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickerson
ADMINISTRATOR/CLERK/
TREASURER

Bill Dilligan
~~CHAIRMAN~~ Mayor

Memo

To: Donald Mims, County Administrator
From: Beverly Riddle Wise, Acting Juvenile Court Administrator
Re: Davis Treatment Center Contract
Date: November 14, 2017

BRW

Attached please find a draft copy of the Davis Treatment Center Agreement with The Bridge, Inc. I am requesting that it be placed on the Commission Agenda for Approval. The agreement is for the period commencing December 1, 2017 and ending September 30, 2018.

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the Program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day reporting/treatment program, Parent Project program, and Transitions program. The Company agrees to operate the Program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the Program will be in accordance with the required terms and conditions provided within the Request for Proposal # 52601-17P-024.

Section 2. Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation, the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company, at its sole cost and expense, shall provide for the comprehensive liability coverage and workers' compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the Program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics. The Program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8. Program Records. The Company will maintain program records of all significant activities related to the operation of the Program. These records will be available for review by the Contracting Authority.

Section 9. Compliance. The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10. Physical Examination. The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the Program.

Section 11. Term. The Term of this Agreement shall commence on **December 1, 2017** and shall run through **September 30, 2018** with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one-year renewal period. The Company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 13 herein.

Section 12. Termination for Convenience. Either party may terminate this Agreement without cause for any reason. Either party shall give written notice to the other party at least thirty (30) days before the effective termination date.

Section 13. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement, for the period commencing on **December 1, 2017** and ending **September 30, 2018**, the sum of **\$387,500** dollars, payable in monthly installments of **\$38,750.00**.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 14. Billing for Services. The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-17P-024. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 15. Unusual Occurrences and Incidents. The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the Program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 16. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 17. Prohibition of Assignment. The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 18. Hold Harmless. The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 19. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:

Beverly Wise
Montgomery County Family Court
P.O. Box 9219
1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:

Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904-8611

Section 20. Formal Review and Evaluation. The Company and the Montgomery County youth facility staff will provide a quarterly review and evaluation of the services provided under this Agreement and the corresponding RFP. A written report summarizing the review and evaluation will be provided to the presiding Family Court Judge of Montgomery, Alabama.

Section 21. Resolution of Disputes. If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 22. Complete Agreement; Amendments and Walvers. This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

By: _____ Date: _____
Tim Naugher, Executive Director

ATTEST:

The Montgomery County Commission

By: _____ Date: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II 

DATE: November 7, 2017

RE: Contract No. 53104-16B-005
Traffic Signage

I request that the attached Amendment No. 2 to Osburn Associates, Inc. contract for traffic signage be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning January 4, 2018 and ending on January 3, 2019.

Osburn Associates, Inc. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated George Speaker, County Engineer.

Attachment

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

**Amendment
To
Contract # 53104-16B-005**

Amendment No. 2

Contract with Osburn Associates, Inc. for Traffic Signage and Supplies is hereby extended for one (1) year, beginning January 4, 2018 and ending January 3, 2019.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

OSBURN ASSOCIATES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

Amendment
To
Contract # 53104-16B-005

Amendment No. 2

Contract with Osburn Associates, Inc. for Traffic Signage and Supplies is hereby extended for one (1) year, beginning January 4, 2018 and ending January 3, 2019.

There will be no price increase during this contract period

All other provisions of the contract remain the same.

WITNESS:

OSBURN ASSOCIATES, INC.

BY: _____

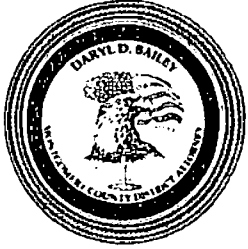
TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

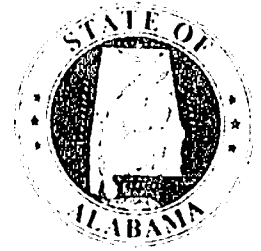
BY: _____

TITLE: _____



www.mc-ala.org/da

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



(334)832-2550

MEMORANDUM

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

FROM: Rhonda B. Cape
Chief Administrator

DATE: November 15, 2017

SUBJECT: Equitable Sharing Agreement and Certification

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

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



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: AL003025A
Agency Name: Montgomery County District Attorney 15th Judicial
Mailing Address: 100 South Lawrence St
PO Box 1667
Montgomery, AL 36102

Type: Prosecutor's Office

Finance Contact
Name: Cape, Rhonda
Phone: 334-832-1652
Email: rhondacape@mc-ala.org

ESAC Preparer
Name: Cape, Rhonda
Phone: 334-832-1652
Email: rhondacape@mc-ala.org

FY End Date: 09/30/2017

Agency FY 2018 Budget: \$7,897,958.00

Annual Certification Report

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

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

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

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations	\$0.00	\$0.00
b	Training and education	\$0.00	\$0.00
c	Law enforcement, public safety and detention facilities	\$0.00	\$0.00
d	Law enforcement equipment	\$0.00	\$0.00
e	Joint law enforcement/public safety operations	\$0.00	\$0.00
f	Contracting for services	\$0.00	\$0.00
g	Law enforcement travel and per diem	\$0.00	\$0.00
h	Law enforcement awards and memorials	\$0.00	\$0.00
i	Drug, gang and other education or awareness programs	\$0.00	\$0.00
j	Matching grants (Complete Table C)	\$0.00	\$0.00
k	Transfers to other participating law enforcement agencies (Complete Table D)	\$0.00	\$0.00
l	Support of community-based programs (Complete Table E)	\$0.00	\$0.00
m	Non-categorized expenditures (Complete Table F)	\$0.00	\$0.00
n	Salaries (Complete Table G)	\$0.00	\$0.00
Total		\$0.00	\$0.00

Table B: Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Table E: Support of Community-based Programs

Recipient	Justice Funds	

Table F: Non-categorized expenditures in (a) - (n) Above

Description	Justice Funds	Treasury Funds

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

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

Did your agency purchase any controlled equipment? ☐ YES ☒ NO

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the **Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the Guide during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

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

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

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

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

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

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

The Agency certifies that funds are maintained by the jurisdiction maintaining appropriated funds and agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Super Circular, 7-4

Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

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

☐ Yes ☒ No

Agency Head

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

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, including ensuring permissibility of expenditures and following all required procurement policies and procedures. Entry of the Agency Head name above also indicates his/her acceptance of and agreement to abide by requirements set forth in this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing programs. The Law Enforcement Head also certifies that no items on the Prohibited list, as detailed in "Recommendations Pursuant to Executive Order 13688", were purchased with equitable sharing funds on or after October 1, 2015.

Governing Body Head

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

Signature: _____ Date: _____

To the best of my knowledge and belief, the agency's current fiscal year budget reported on this form is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her acceptance of and agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

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



ARCHITECTS & INTERIOR DESIGN
Founded 1957 ♦ Pearson, Humphries, & Jones Architects

807 South McDonough Street ♦ Montgomery, AL 36104-5080 ♦ P.O. Box 215-36101
334-265-8781 ♦ www.phjarchitects.com ♦ phj@phjarch.com

Patrick T. Addison, AIA

Harrell G. Gandy, AIA

E. Griffin Harris, AIA

Renis Jones III, AIA

Tuesday, November 14, 2017

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Proposals from Carmichael Engineering, Inc. for Geotechnical
Investigation and Engineering Services at the New Montgomery
County Department of Human Resources (MCDHR) Building and
Site Development
PH&J No: 1711-GV

Mr. Mims:

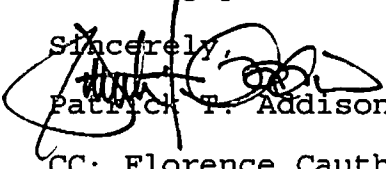
I have received the proposal from Carmichael Engineering, Inc.
for the geotechnical Investigation and engineering services for
the New Montgomery County Department of Human Resources (MCDHR)
Building and Site Development as directed by my office. Based on
my review of the proposal, we would recommend that the
Montgomery County Public Building Authority accept Carmichael's
proposal, based on the proposed price of \$8,330.00 for
completing the requested services.

If the proposal is acceptable to the Public Building Authority,
please let me know, so I get Carmichael to schedule the
geotechnical work.

If you or the Public Building Authority have any questions,
please don't hesitate to call.

Thanking you in advance, I am

Sincerely,


Patrick T. Addison, AIA, NCARB

CC: Florence Cauthen, Lamar Allen, Sherrill Thomas, Hal Gandy,
Tena Barnes



CARMICHAEL

Engineering, Inc.

November 13, 2017

Ms. Tena Barnes -Architect
PH&J Architects
807 South McDonough Street
Montgomery, Alabama 36104

Reference: Geotechnical Investigation For
Montgomery County DHR Officer
3030 Mobile Highway
Montgomery, Alabama
Our Proposal No. 8139R1

Dear Ms. Barnes,

Carmichael Engineering, Inc. appreciates this opportunity to submit a proposal to provide a geotechnical investigation for the planned Montgomery County DHR Office. We are submitting this proposal based on the request for proposal dated November 3, 2017 and the preliminary construction information you provided.

The project is located at 3030 Mobile Highway in a geologic location characterized by Coastal Plain Sediments. Two predominate formations, the Mooreville Chalk Formation and the Eutaw Formation, are mapped at the proposed building site. Carmichael Engineering, Inc., has had extensive experience in these formations in the Montgomery area.

Project Information

It is our understanding that the project will include the construction of a three-level building with approximately 100,000 square feet. The planned construction will include concrete/composite deck, steel columns, metal stud and brick veneer. The building column loads are expected to be in the range of 300 kips. The building will include 2 elevators with hydraulic lifts. We also understand the soil conditions at the site may require the use of a deep foundation system.

The planned DHR building will be located in an existing asphalt paved parking lot although the exact location has not been finalized. The new building will be located north of the existing DHR building. The existing DHR building will be demolished at a later date to make room for a new parking lot to serve the new building. Other portions of the existing drives and parking lots may also be upgraded to serve the new DHR building.

Geotechnical and Environmental Consultants

Proposed Scope of Work

Geotechnical Investigation

We propose to provide a comprehensive geotechnical investigation of the site which will be completed under the direction of and will be evaluated by J. Stephen Carmichael, P.E. and Brandon M. Rountree, P.E. Based on our examination of the site and the provided construction information, we propose the following scope of work;

1. Perform 8 soil test bores at depths of 35 to 40' below the existing ground surface, in the planned building area and 7 soil test bores in the planned new and upgraded pavement areas. Five of the pavement area bores will be completed to depths of 6.5' where the grades are expected to remain close to the existing grades. The two bores at the front corners of the existing DHR building will be extended to depths of 35 to 40' due to potential deeper cuts in this area. The attached aerial plan shows a proposed test boring scheme that will be adjusted accordingly once the building location is finalized. The boring layout will be accomplished using a sub-foot accurate GPS referencing the site plan when it becomes available.
2. Laboratory testing will include 6 atterberg limits tests, 6 grain size analyses, 42 soil moisture tests, and other tests as appropriate based on the conditions encountered.
3. We will submit an initial Design Report with our findings, recommendations for site preparation and recommendations for shallow foundations, intermediate foundations, or deep foundations as appropriate based on the soil conditions. The recommendations will also address floor slabs, loading docks, retaining walls, pavements, and general recommendations and comments for the planned construction. This report will address all of the applicable items listed in the request for proposal.
4. We will prepare a final Approved Soil Report that addresses the specific site development requirements and foundation systems once the design team has selected any options described in the Design Report.

Geotechnical Investigation Fee

We propose to provide the mobilization, the necessary field engineering technician time and senior geotechnical engineering time to complete the field work, laboratory analyses, and engineering analysis, the initial Design Report and the final Approved Report for a cost of \$8330.



Ms. Tena Barnes
November 13, 2017
Page 3

Schedule

We are available to begin work within 5 to 7 days of your notification to proceed. Please allow 2 full days to complete the field work. We will complete the field work in a manner to minimize disruption of the parking lot operations. The Design Report will be available within 3 weeks of your notice to proceed.

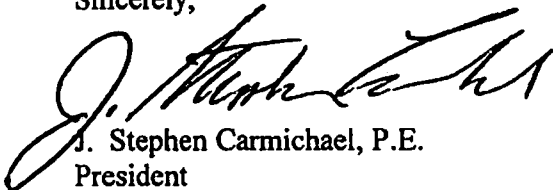
Construction Materials Testing Services and Special Inspections

Carmichael Engineering, Inc., would appreciate the opportunity to provide the construction materials testing, construction monitoring, and special inspections for the project. We routinely provide special inspections on projects of this magnitude. We have an experienced staff of eight senior level engineering technicians (including weld inspectors) in our main Montgomery office working under the supervision of our engineers to provide the special inspections. These services can be provided on a full or part time basis as required by the demands of the project. Furthermore, we have a dedicated administrative and clerical support staff to provided project reports in a timely manner. Once the construction plans, a construction schedule and a construction cost estimate is available, we can establish a budget for the construction materials testing and special inspection services.

Authorization

We look forward to working with you for this project. Please sign the attached work authorization to serve as our work order for the proposed geotechnical services. If you have any questions concerning our proposal, please do not hesitate to call our office.

Sincerely,



J. Stephen Carmichael, P.E.
President

attachments: Work Authorization
Proposed Bore Plan
Geotechnical Fee Schedule / Estimate
Qualifications
Similar Projects List

Copy: 1 - Ms. Tena Barnes - Architect

8-4



Carmichael Engineering, Inc.

PROPOSAL/WORK ORDER

P.O. Box 241702
Montgomery, Alabama 36124-1702
(334) 213-5647 / FAX (334) 213-7348

Carmichael Engineering, Inc., (CEI), is pleased to provide the services described below. The purpose of this form is to obtain written authorization for the work requested and to establish the terms under which these services are to be provided as herein set forth.

Compensation for services rendered will be based on the attached Fee Schedules, Exhibit A, to the agreement, or as herein set forth as part of this work order. If CEI is required to modify the scope of work at your request or it is determined during the execution of the work that a modification of scope is required, CEI will promptly seek a mutually agreeable revision to the scope of work and associated Fee Schedule. Exhibit C to this agreement (entitled General Conditions Of Agreement With The Client) is made an integral part of this agreement and is incorporated herein by reference and this agreement is subject to all the terms and conditions as set forth in Exhibit C.

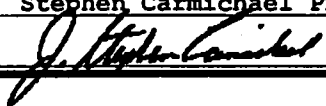
PROPOSAL NO.: WO#8139R1 JOB NAME: Montgomery County DHR Office

JOB LOCATION: Montgomery STATE: AL

JOB DESCRIPTION: Geotechnical Investigation and report of findings, recommendations for site preparation, shallow foundations, intermediate foundations or deep foundations as appropriate and ground supported floor slabs, loading dock walls, pavements, and general recommendations and comments for the planned construction.

SCOPE OF WORK AUTHORIZED: The scope of work includes mobilization, bore layout, asphalt coring and patching, 8 soil test bores at depths of 35' to 40' in the planned building area, 7 soil test bores in the planned pavement areas (5 at 6.5' deep and 2 at 35 to 40' deep), 6 soil particle size tests, 6 soil atterberg limit tests, 42 soil moisture tests, 20 hours for a senior engineering technician (level 2), 3 hours for a senior engineering technician (level 3), 3 hours for a engineering technician, and 10 hours for a senior geotechnical engineer for site review, evaluation of test data and report preparation. We propose to provide these services at a cost not to exceed \$8330. The scope of the field and laboratory work may be modified depending on the conditions encountered. We will not exceed the estimated cost without authorization. This proposal is based on the site being accessible to truck and ATV mounted drilling equipment.

CEI AGENT: J. Stephen Carmichael President

 (SIGNATURE)

Date: 11/13/17

(Information Below To Be Provided By Client)

INVOICE TO BE PAID BY:

CLIENT: _____ FEDERAL I.D.#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE () _____

WORK AUTHORIZED BY: _____ (PLEASE PRINT NAME)

(PLEASE PRINT TITLE)

DATE: _____ (SIGNATURE)

INSTRUCTIONS: COMPLETE, SIGN AND RETURN ONE COPY TO CEI. RETAIN ONE COPY FOR YOUR RECORDS.

8-5

EXHIBIT C
CARMICHAEL ENGINEERING, INC.
GENERAL CONDITIONS OF AGREEMENT WITH THE CLIENT

1. **PAYMENT TERMS.** CARMICHAEL ENGINEERING, INC., (hereinafter called "CEI") will submit invoices to client monthly and a final bill upon completion of services. Invoice will show charges for different personnel, unit prices and/or expense classifications unless a lump sum payment is agreed to as part of this agreement. Payment is due upon presentation of invoice and is past due ten (10) days from the invoice date. Client agrees to pay a finance charge of two percent (2%) per month (minimum of \$25.00 per month) on the principal amount of any past due account. In the event CEI deems it necessary to refer the account to an attorney for collection, client agrees to pay all costs of collection, including a reasonable attorney's fee.

2. **INSURANCE.** CEI maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits and property damage limits of, to wit \$1,000,000 combined single limit. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen (15) days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage, such as additional insured endorsements, waiver of subrogation or increased limits of liability are required, CEI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

3. **STANDARD OF CARE.** The only warranty or guarantee made by CEI in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for geotechnical/environmental services or by our furnishing oral or written reports.

4. **LIMITATION OF LIABILITY.** Client agrees to limit CEI's liability to client, and to all construction contractors and subcontractors on the project, arising from CEI's professional acts, errors or omissions or other professional negligence, so that the total aggregate liability of CEI to all those named shall not exceed \$1,000,000 (one million dollars).

5. **RIGHT OF ENTRY.** Unless otherwise agreed in writing, client will provide for the right of entry for CEI, its agents and employees and all equipment necessary for the completion of the work. While CEI will take reasonable precautions to minimize any damage to the site, it is understood by the client that in the normal course of work some damage may occur and that the cost of correction or repairing such damage is not included in the quoted fee and CEI is not responsible unless specifically stated. If client desires CEI to repair or correct the damage, the cost of such repairs or corrections will be paid by client as an additional fee.

6. **EXISTING MAN MADE OBJECTS.** It is the duty of the client to disclose the presence and accurate location of all hidden or obscure man made objects, including utility lines, relative to field test or boring locations. CEI field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If CEI is notified in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, CEI will give special instructions to its field personnel. CEI will contact the Alabama Line Location Service and the local utility service to have underground lines marked prior to beginning the fieldwork. Client agrees to indemnify and save harmless CEI from all claims, suits, losses, personal injuries, deaths and property liability resulting from unusual subsurface structures, owned by client or third parties, occurring in the performance of the proposed services, the presence and exact locations of which were not revealed to CEI in writing, and to reimburse CEI for expenses in connection with any such claims or suits, including reasonable attorney's fees.

7. **SAMPLING OR TESTING LOCATION.** The fees included in the Agreement do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test or boring locations described in CEI's report or shown on sketches are based on specific information furnished by the client or clients agent or estimates made by CEI technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report or contracted for at the inception of the Agreement.

8. **SAMPLE DISPOSAL AGREEMENT.** CEI will retain soil and rock samples which are not used for testing for forty-five (45) days after submission of our report. After forty-five (45) days the retained samples will be discarded unless the client has made written request for storage or transfer of the samples. Client shall be responsible for the expense of such storage or transfer.

9. **SAFETY.** If CEI's scope of work includes periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor (i.e. not CEI) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CEI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

10. **ENGINEERING, EQUIPMENT AND TECHNICAL SERVICES.** Fees for such services are based on all time spent on the project by engineering or technical personnel at the hourly or unit rates of the Fee Schedules. The quoted fee may not cover the cost of conferences, site visits, review of foundation plans and specifications, or other services subsequent to submission of our report. Such additional services will be invoiced at the applicable rates. All engineering and technical work is generally done by CEI's regular employees; however, special services by other firms or consultants may be needed on occasion and will be invoiced at the applicable rates but no "outside" services will be contracted for without clients prior permission.

11. **ASSIGNMENT.** Neither client or CEI may delegate, assign, sublet or transfer its duties or interest in this agreement without the prior written consent of the other party.

12. **OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CEI, as instruments or service, shall remain the property of CEI. Client agrees that under no circumstances shall any documents or reports produced by CEI pursuant to this Agreement be used at any location or for any project not expressly provided for in this agreement without the written permission of CEI. Client agrees that all reports and other work furnished to client or its agents, which are not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. CEI will retain all pertinent written records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to client at all reasonable times. During this five (5) year period, CEI will provide client with copies of documents created in the performance of the work, at the expense of client.

13. **TERMINATION.** This agreement may be terminated by either party upon fourteen (14) days written notice in the event of material failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if the material failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, CEI shall be paid for all services performed and expenses incurred up to the termination notice date plus reasonable termination expenses. The expenses of termination or suspension shall include all direct costs or CEI in completing such analysis, records and reports.

14. **GOVERNING LAW.** This agreement shall be governed and construed in accordance with the laws of the State of Alabama, United States of America.

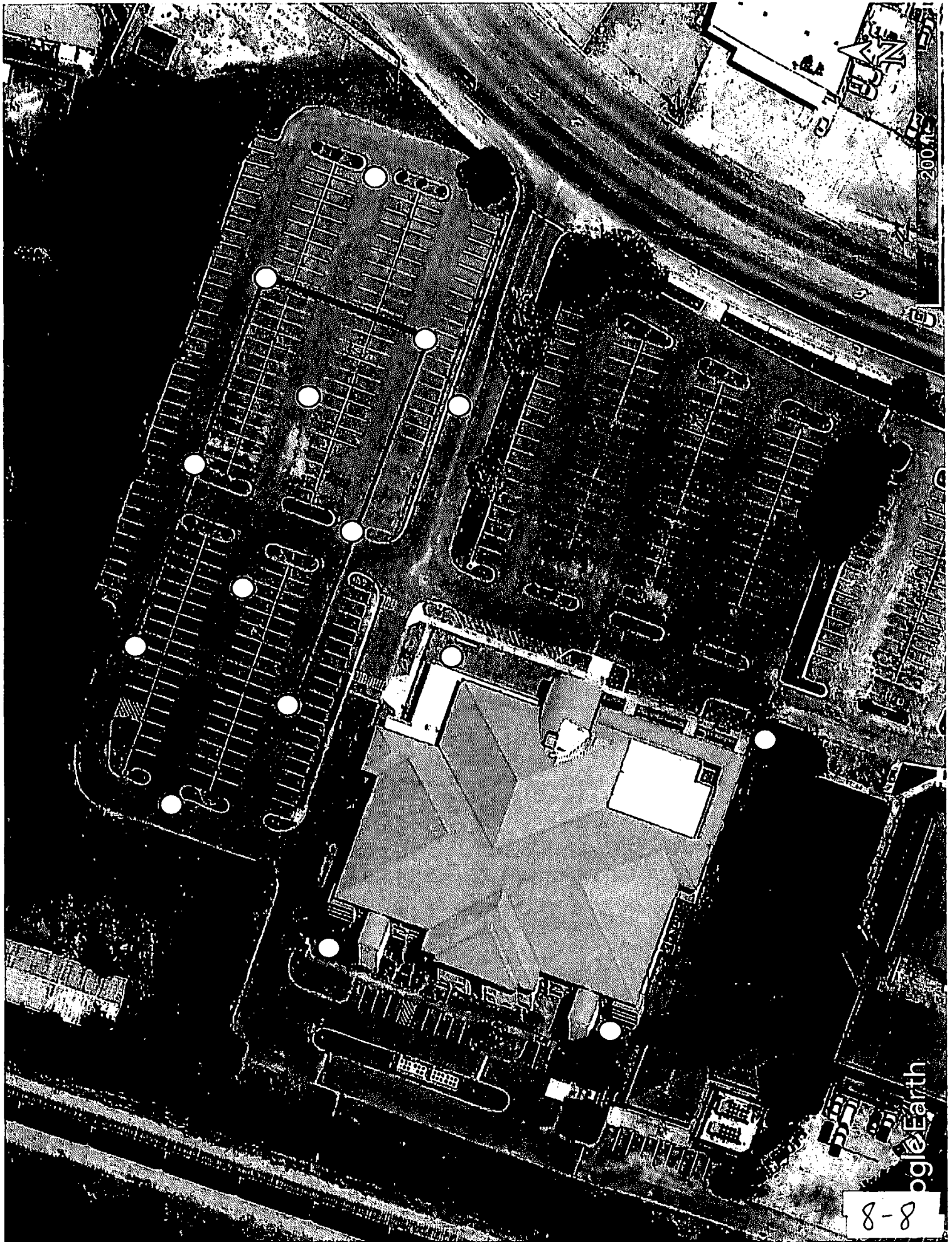
15. **SEPARABILITY.** The provisions of this agreement are separate and divisible, and, if any court of competent jurisdiction shall determine that any provision hereof is void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or unenforceable provisions or were not included in this Agreement.

16. **WAIVER.** Except as otherwise especially provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any rights, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof, nor shall any single partial exercise by either party or any right, privilege or power under this Agreement preclude any other or further exercise thereof, or the exercise of any right, privilege or power. Waiver by any party of any breach of any provisions of the Agreement shall not constitute or be construed as a continuing waiver, or a waiver of any other breach of any provision of this Agreement.

17. **BINDING.** This agreement shall be binding upon all of the parties and their respective estates, heirs, administrators, executors, successors and assigns.

18. **STIPULATION.** Each of the parties to this Agreement as set forth herein and in the Work Order furnished by CEI stipulates that they have read, understand and agree to be bound by all of the terms set forth pursuant to the documents which are the basis of this agreement.

(Revised 1/1/09)



8-8

Google Earth

Exhibit A

Geotechnical Services Fee Estimate

Montgomery County DHR

Montgomery, Alabama

November 13, 2017

Proposal # 8139R1

Description	Estimated Quantity	Item	Unit Fees \$	Total \$
Field Services				
Mobilization of Drill Rig & Equipment	1	L.S.	75.00	75.00
Boring Layout	1	L.S.	175.00	175.00
ASTM D-1586 Soil Bores 7 @ 35, 3 @ 40', 5 @ 6.5'	397.5	Feet	10.00	3975.00
Asphalt Coring Equipment	0.5	Days	175.00	87.50
Asphalt Cores	3	Cores	15.00	45.00
Asphalt Patches	11	Patches	7.00	77.00
Senior Engineering Technician Level 3	3	Hours	65.00	195.00
Senior Engineering Technician Level 2	20	Hours	55.00	1100.00
Engineering Technician	3	Hours	35.00	105.00
Laboratory Tests				
Soil Grain Size Tests (sieves)	6	Tests	55.00	330.00
Soil Atterberg Limit Tests	6	Tests	65.00	390.00
Moisture Tests	42	Tests	7.75	325.50
Engineering/Reporting				
Senior Geotechnical Engineer	10	Hours	145.00	1450.00
Fee Estimate Grand Total				\$8,330.00



QUALIFICATIONS

J. Stephen Carmichael, P.E., President - Senior Geotechnical Engineer

Mr. Carmichael is a graduate of Auburn University with Bachelor of Science degree in Civil Engineering. He is a Licensed Professional Engineer in Alabama, Georgia, Mississippi, Florida, Tennessee, and Louisiana. He has 40 years experience in the field of geotechnical and construction materials testing and over 35 years experience in geotechnical engineering and environmental evaluations. In 1988 Mr. Carmichael was a founding principal partner and senior geotechnical engineer in Christian Carmichael Inc., a geotechnical, environmental and construction materials testing firm. In 1997 he was founder and president of Carmichael Engineering, Inc., til the present time. Carmichael Engineering, Inc., provides geotechnical, environmental, and construction materials testing services throughout the southeastern United States.

During his career Mr. Carmichael has been the senior design geotechnical engineer for over 5000 geotechnical investigations for a multitude of projects ranging from residential structures to multilevel office buildings, hotels and hospitals, schools and colleges, roadways, bridges, runways, water tanks, communication towers, water treatment and sewage treatment plants, industrial plants and manufacturing facilities. His responsibilities have also included management and performance of quality control and quality assurance construction materials testing and monitoring programs for over 10,000 individual projects.

Brandon M. Rountree, P.E. - Senior Geotechnical Engineer / Project Manager

Mr. Rountree is a graduate of Auburn University with a Bachelor of Science degree in Civil Engineering. He is a Licensed Professional Engineer in Alabama. He has been involved in the construction industry for the past 15 years ranging from residential projects to large commercial projects. Mr. Rountree became a partner of Carmichael Engineering in 2005. In the past 12 years he has been providing geotechnical consulting services and construction materials testing services.

As a partner of Carmichael Engineering, Inc., (CEI) Mr. Rountree serves as a project manager for CEI on numerous projects and has been the project manager for over 750 projects. He insures continuity of the geotechnical aspects of the project from the design to the construction phases through monitoring of field operations and coordination with other project team members. His duties involve the management of the daily operations of CEI personnel and providing oversight of the construction materials testing and special inspection services provided by CEI. He has been the senior design geotechnical engineer for over 500 geotechnical investigations for various types of projects.



Similar Projects Lists

The following is a partial listing of projects similar in size and work scope to the planned Montgomery County DHR Facility that Carmichael Engineering has provided geotechnical services and/or construction materials testing and special inspection services.

- Montgomery Cardio Vascular Center - Montgomery, Alabama.
- Social Security Building - Montgomery, Alabama.
- Five Story Commercial / Residential Building (79 Commerce) - Montgomery, Alabama.
- Troy University Wellness Center - Troy Alabama.
- East Alabama Medical Center Cancer Center - Opelika, Alabama.
- Bessemer City Hall - Bessemer Alabama.
- Auburn University Performing Arts Building - Auburn, Alabama



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

November 16, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and seven of them would like to be reappointed to another full term on this Council.

Ms. Patti Brown with Haynes Ambulance is retiring and Mr. Mark Norris, who is also employed with Haynes Ambulance, desires to be appointed to replace her.

Thank you for your consideration.

DLM/tn

Attachment

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Ronnie H. Bozeman
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2017

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2017

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2017

Patti Brown
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2017

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2017

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2017

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2017

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2017

Term: 1 year

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

November 15, 2017

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointment to the Parks and Recreation Board

The term of Lynn Gowan will expire December 4, 2017 as a board member of the Montgomery County Parks and Recreation Board.

On Monday, we will discuss this upcoming vacancy.

DLM/tn

Attachment

Montgomery County Parks and Recreation Board

Members:

Term Expires:

Andre' Howard
143 Wilkinson Street
Montgomery, AL 36104
Cell: (334) 462-2696
Work: (334) 265-1504
howardsphd@att.net

12/4/2021

Mark Salter
3909 Oak Street
Montgomery, AL 36104
Home: 262-4173
Work: 262-7727
Cell: 601-291-9131

12/4/2019

James B. Phillips
2139 Yarbrough Street
Montgomery, AL 36110
Home: 263-9438
Cell: 850-4667

12/4/2018

Charles Powe
19 Stone Park Trail
Pike Road, AL 36064
Cell: 334220-6579
Home: 260-9232
Email: cbigjr8590@charter.net

12/4/2020

* Lynn Gowan
440 Town Lake Place
Montgomery, AL 36117
Cell: 391-4661

12/4/2017

Term: 5 years

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 7, 2017

RE: Contract No. 51500-17B-006
Offsite Printing of Notices

I request that the attached Amendment No. 1 to Diversified Companies, LLC. contract for offsite printing of notices be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning January 3, 2018 and ending on January 2, 2019.

Diversified Companies, LLC. chooses not to increase prices during the terms of this contract period. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Janet Buskey, Revenue Commissioner.

Attachment

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

Amendment
To
Contract # 51500-17B-006

Amendment No. 1

Contract for offsite printing, is hereby extended for one (1) year beginning January 3, 2018 and ending January 2, 2019.

There will be no price increase during this contract period.

All other provisions of the contract will remain the same.

WITNESS:

DIVERSIFIED COMPANIES, LLC

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager^{mcs}

DATE: November 15, 2017

RE: Contract No. 52200-16B-041
Inmate Food Service

I request that the attached Amendment No. 2 to Summit Food Services contract for inmate food services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning December 1, 2017 and ending on November 30, 2018.

Summit Food Services would like to increase pricing by 2.2% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

Amendment
To
Contract # 52200-16B-041

Amendment No. 2

Contract with Summit Food Services, LLC. for inmate food service, is hereby extended for one (1) year, beginning December 1, 2017 and ending November 30, 2018.

Prices will increase by 2.2%, in accordance with the contract.

All other provisions of the contract remain the same.

WITNESS:

SUMMIT FOOD SERVICES, LLC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner, Buyer II TT

DATE: November 7, 2017

RE: Contract No. 52110-16B-008
Emergency Equipment

I request that the attached Amendment No. 2 to Gulf States Distributors contract for emergency equipment be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one (1) year, beginning December 21, 2017 and ending on December 20, 2018.

Gulf States Distributors would like to increase pricing by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

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

Attachment

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

**Amendment
To
Contract # 52110-16B-008**

Amendment No. 2

Contract with Gulf States for emergency equipment, is hereby extended for one (1) year, beginning December 21, 2017 and ending December 20, 2018.

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

All other provisions of the contract remain the same.

WITNESS:

GULF STATES DISTRIBUTORS, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *MLS*

DATE: November 15, 2017

RE: Invitation to Bid No. 52200-18B-001
Installation, Service and Operations of the Inmate Telephone,
Video Visitation Services and Public Pay Telephones

Request that approval of award of a three (3) year contract on the above referenced Invitation to Bid to Legacy Inmate Communications, for a commission rate of 82% for Part I: Inmate Telephone System and Part II: Public Pay Telephones being paid to Montgomery County, be placed on a future agenda. (Copy of spreadsheet attached.)

Legacy Inmate Communications had the 3rd highest commission rate for Part I: Inmate Telephones and Part II: Public Pay Telephones and meet all required specifications of Invitation to Bid. The Sheriff elected not to award Part III: Inmate Video Visitation Services at this time.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

MEMORANDUM

TO : Myrtle Singleton, Purchasing

FROM : Sheriff Derrick Cunningham

DATE : November 15, 2017

SUBJECT: Inmate Communications

After we reviewed the Inmate Phone bids we found that our current vendor had the best rate and provided us with the services needed. It has been recommended that the award goes to Legacy Inmate Communications for Part 1 - Inmate Telephone System and Part 2 - Public Pay Telephones because they will give commission at a rate of 82%.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:													
INVITATION TO BID NO. 52200-18B-001													
DATE ISSUED: October 5, 2017													
DATE OPENED: October 26, 2017													
Inmate Telephone Services, VVS Services, PP Services													
TERMS OF PAYMENT / DISCOUNT:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Commission for Part I and Part II	1		77%	77%	95%	95%	82%	82%	78%	78%	27%	27%
2	Commission for Part III	1		50%	50%	20%	20%	68%	68%	100%	100%	25%	25%
TOTAL BID AMOUNTS													

Notes:

NCIC Inmate Communications: has two offers for Commission Part I and Part II (See page 96 of Proposal)
 Legacy Communications: has three options for Part I And Part II: has three options for Part III (See page 47 of Proposal)
 ICSolutions: County will receive additional commission revenue at the rate of \$0.50 per voicemail message as additional revenue. Friends/ family will pay standard voicemail fee of \$1.00 per message
 Note: Commission for Part III, Montgomery County will receive 100% of all VVS revenue generated after the first \$8,000 in VVS revenue each month (see Attachment O page 3-5 of Proposal)
 Telmate has been acquired by GTL. 27% true commission for Part I and Part II, base on call rates at \$0.15 per minute. Optionally, MCSO may charge \$0.11 per minute for calls receive no commission
 Part III- 25% based upon VVS being charged \$0.15 per minute, so that the inmates and friends members are incentivized to use either mode if communications because of similarity in per minute charges

14-3

14-4

Notes:
Securus Technologies Part I and Part II see page 300 of Proposal (Based on call rates per minute); Part III- Commission Rates are based on remote VV Rate (per one 20 min. visit) page 301
See SecureView Table(optional page 301)

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

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



November 15, 2017

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser^{CH}

SUBJECT: Special Merit Increase

I respectfully request your consideration and approval to give a two-step special merit increase (A05-step 12 to A05-step 14) to Appraisal Department employee Lura Widgeon. Lura has consistently exceeded the expectations required of her position. This past tax year, due to an absence, Lura worked a majority of our Business Personal Property Returns. Without her efforts we would have needed to pull some of our field staff into the office to assist her. However, she assured me that she could complete the task, which she was able to accomplish. Based on these facts I ask for your consideration.

CH

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

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

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

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

15-1

166 Commerce Street, 2nd Floor
Montgomery, Alabama 36104
205.361.2068
alsportscapital.com



On behalf of the Central Alabama Sports Commission, I would like to request the opportunity attend the next Montgomery County Commission meeting to provide updates on the successes of last year's Raycom Media Camellia Bowl.

A few notable statistics from the 2016 Raycom Media Camellia Bowl include:

- 2016 viewership was over **1.3 million**
- City of Montgomery and Montgomery County saw a **39% increase in total exposure** during the television broadcast
- CBS ranked the bowl **5th** in all bowl games
- Sports Illustrated ranked the bowl the **6th** best match-up

We would like to ask for continued financial support of \$100,000 that will be used to support events during the Raycom Media Camellia Bowl. We would also like to invite Montgomery County Commissioners to attend events as ambassadors to community leaders from the Sun Belt Conference and Mid-American Conference representatives and dignitaries from both institutions.

We look forward to another exciting bowl season in partnership with the Montgomery County Commission.

Sincerely,

A handwritten signature in black ink that reads 'Johnny Williams'.

Johnny Williams
Executive Director
Central Alabama Sports Commission

THE SPORTS CAPITAL OF ALABAMA

Tammy Nix

From: Johnny Williams <jwilliams@camelliabowl.com>
Sent: Wednesday, November 15, 2017 11:45 AM
To: Donald Mims
Subject: Agreement
Attachments: Montgomery County Commission Agreement.pdf

Great talking with you earlier, Donnie.

Attached you'll find a sponsorship agreement with the same content as last year. If you can add this to their packet for Monday's meeting.

Please let me know if this work for you.

Thank you,

Johnny Williams | Executive Director
166 Commerce Street | Montgomery, AL 36104
p 334.239.0546 | ESPNEvents.com



ESPN PRODUCTIONS, INC. SPONSORSHIP AGREEMENT

This Sponsorship Agreement (the "**Agreement**"), dated as of _____ (the "**Effective Date**"), is by and between ESPN Productions, Inc., d/b/a ESPN Events, the owner and operator of the Raycom Media Camellia Bowl with offices located at 166 Commerce Street, 2nd Floor, Montgomery, AL 36104 ("**EPI**") and Montgomery County Commission with offices at P.O. Box 1667, Montgomery, AL 36102 ("**Sponsor**") (each a "**party**" and collectively the "**parties**").

The parties agree as follows:

- I. **EVENT**: 2017 Raycom Media Camellia Bowl and any ancillary events held in connection with such game(s) only if and as specifically set forth in Exhibit A (collectively, the "**Event**")
- II. **TERM**: The term of this Agreement commences on the Effective Date and continues through the completion of the parties' obligations relating to the Event (the "**Term**")
- III. **CONSIDERATION**: Sponsor shall pay EPI the amount(s) set forth in **Exhibit A** (the "**Sponsorship Fee**")
- IV. **DATE OF EVENT, SITE OF EVENT, DISTRIBUTION DETAILS**:
 - a) The anticipated "**Dates**" of the Event are (subject to change in EPI's sole discretion):
Saturday, December 16, 2017
 - b) EPI (or its designated affiliate) may choose to, but is not obligated to, distribute one or more audio, visual, and/or audio-visual recordings of the Event, whether live or tape-delayed, via all means and media now known or hereafter devised (all, "**Programs**").
 - c) The Event shall take place at Cramton Bowl (the "**Site**").
- V. **OBLIGATIONS OF THE PARTIES**: The additional rights and obligations of the parties related to the sponsorship of the Event are set forth in **Exhibit A**, attached hereto and incorporated by this reference. Sponsor acknowledges and agrees that the sponsorship and advertising benefits set forth therein are limited to the Event only, and may be used by Sponsor during the Term, solely to advertise and promote Sponsor's products and/or services as identified therein, via the methods described therein, in accordance with and subject to the terms and conditions of this Agreement.
- VI. **GRANT OF RIGHTS**

Sponsor grants to EPI a nonexclusive, nontransferable, perpetual, worldwide right and license to use Sponsor's trade/service marks ("**Sponsor IP**"), as provided by Sponsor to EPI, in furtherance of EPI's promotion, staging and distribution of the Event (including, but not limited to, in the creation and distribution of Event-related merchandise, in-Site signage, and within and in the promotion and distribution of any Programs (collectively, "**Event Promotion and Distribution**"). EPI's license to use Sponsor IP is perpetual with respect to uses within the Programs (and portions thereof), but is limited to the Term hereof with respect to other uses (e.g., EPI shall not create merchandise bearing Sponsor IP upon expiration of the Term but, for clarity, may continue to distribute existing merchandise created prior to expiration of the Term). Sponsor and EPI shall meaningfully consult regarding EPI's use of Sponsor's IP within such Event Promotion and Distribution. For clarity and

notwithstanding anything to the contrary herein, EPI's (or its affiliate's) distribution of any Programs (and portions thereof) including the Sponsor IP does not require further permission from Sponsor beyond the permission granted herein. Sponsor may use only the designated Event-specific trade/service mark(s) of EPI ("**Designated Marks**"), during the Term, in accordance with this Agreement and only as specifically set forth in Exhibit A and Section V above. Notwithstanding the foregoing, all of Sponsor's proposed executions of the sponsorship and/or advertising benefits set forth herein containing the Designated Marks shall be subject to EPI's prior written approval, granted or withheld in EPI's sole discretion. Sponsor shall provide EPI the proposed material in connection with any and all such executions appropriately in advance to enable EPI's review and approval. For clarity, Sponsor does not have any right to, and shall not: (i) use any marks of EPI or its affiliates other than the Designated Marks; nor (ii) utilize the Designated Marks on products or merchandise. Sponsor acknowledges and agrees that all collateral materials (e.g., signage and promotional materials, to the extent permitted hereunder) that Sponsor is authorized to produce hereunder utilizing the Designated Marks shall be printed in the United States of America.

As between EPI and Sponsor, EPI owns, exclusively, all rights in and to the Event, the Designated Marks, and any and all Programs. All rights not specifically granted to Sponsor herein are exclusively reserved by EPI.

VII. CANCELLATION/TERMINATION

EPI may cancel or postpone the Event and/or terminate this Agreement, in its sole discretion. In such event, EPI shall advise Sponsor of any cancellation or postponement and shall, if applicable under the circumstances, use commercially reasonable efforts to remit to Sponsor a pro rata refund or "make good" inventory consistent with EPI's then current "make good" policy and practices.

Sponsor may not terminate this Agreement. If Sponsor materially breaches this Agreement (including, but not limited to, failure to remit the Sponsorship Fee), (i) Sponsor agrees to pay as liquidated damages (and not as a penalty), the full amount of the Sponsorship Fee as well as any out-of-pocket expenses incurred by EPI relating to this Agreement and/or Sponsor's obligations hereunder; and (ii) EPI shall have no obligation to provide Sponsor any benefits hereunder from and after the date of any such material breach.

VIII. INDEMNIFICATION

- a) Sponsor shall indemnify and hold harmless EPI from and against any and all third party demands, claims, suits, causes of action (whether at law or in equity), costs, expenses and reasonable attorney's fees, and/or any liability whatsoever, for any injuries and/or damages whatsoever sustained by anyone, whether to their persons, property, and/or reputation (collectively, "Claims"), to the extent caused, or alleged to be caused, by: (i) the acts or omissions of Sponsor, its employees, agents, guests, invitees or subcontractors; (ii) any products liability claim related to any products or services of Sponsor; (iii) Sponsor's unauthorized use of EPI's/ESPN's marks or the Designated Marks; (iv) the infringement or alleged infringement of any intellectual property rights by Sponsor (including with respect to Sponsor IP and EPI's use thereof pursuant to this Agreement); (v) Sponsor's breach or alleged breach of this Agreement or any applicable law.
- b) EPI shall indemnify and hold harmless Sponsor from and against any and all Claims, to the extent caused by: (i) the negligent acts or willful misconduct of EPI, its employees, agents, or subcontractors; (ii) EPI's unauthorized use of Sponsor's marks; (iii) EPI's breach or alleged

breach of this Agreement or any applicable law.

- c) The obligations of this Section VIII shall survive the expiration or earlier termination of this Agreement.
- d) In any legal proceeding brought by one party hereunder against the other, the prevailing party will be entitled to recover from the other party its reasonable attorneys' fees and other costs of suit.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SPONSOR

ESPN PRODUCTIONS, INC.

By _____

By _____

Name:
Title:

Name:
Title:

EXHIBIT A

Sponsorship Elements and Sponsorship Fee:

\$100,000 (net)

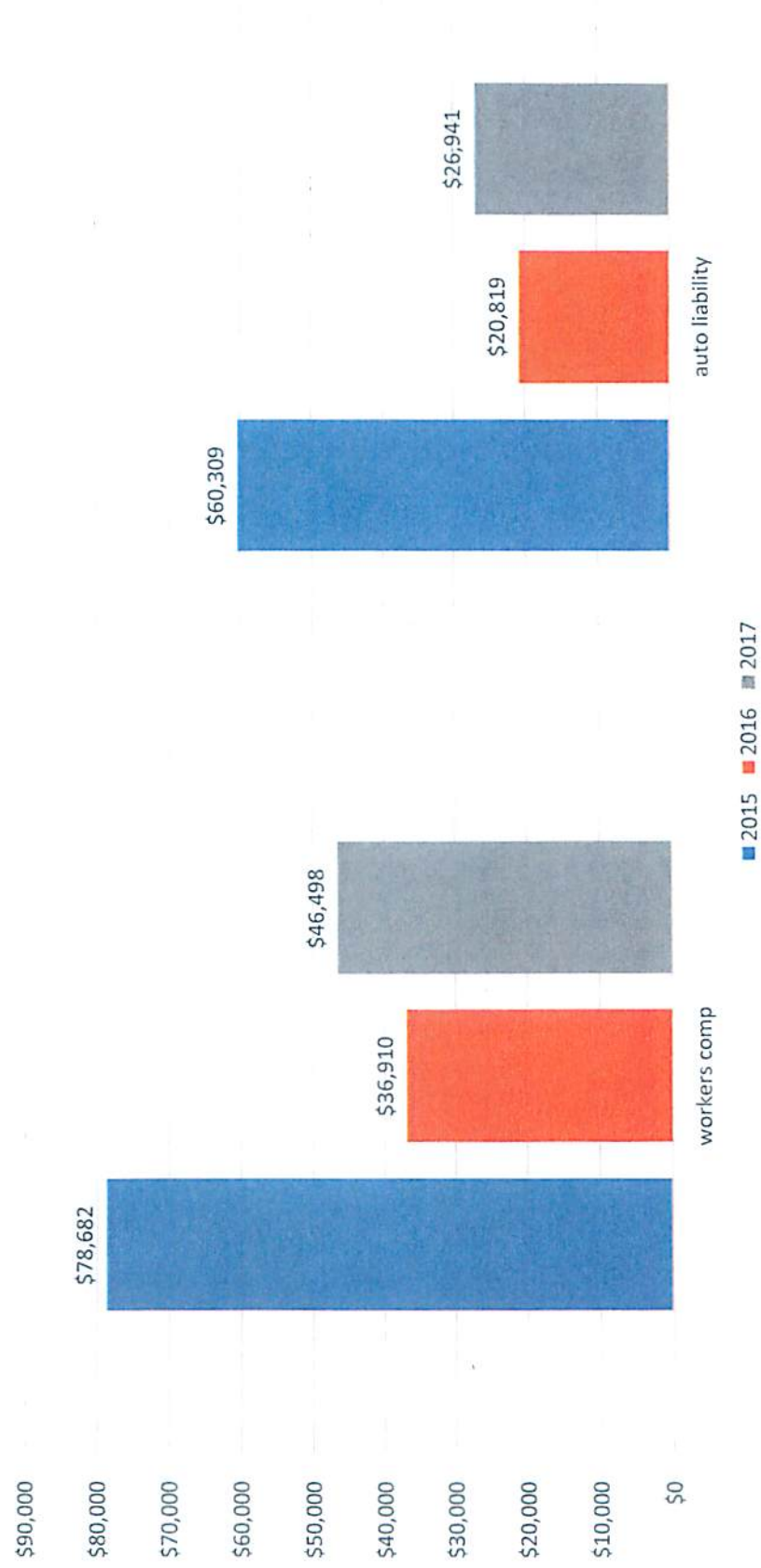
Montgomery County Commissioners and a guest to attend the following events as ambassadors to community leaders from the Sun Belt Conference and Mid-American Conference representatives and dignitaries from both institutions.

**ESPN Welcome Party, Tuesday, December 12
Executive Directors Dinner, Thursday, December 14
Alabama Football Legend Luncheon, Friday, December 15
Raycom Media Camellia Bowl, Saturday, December 16**

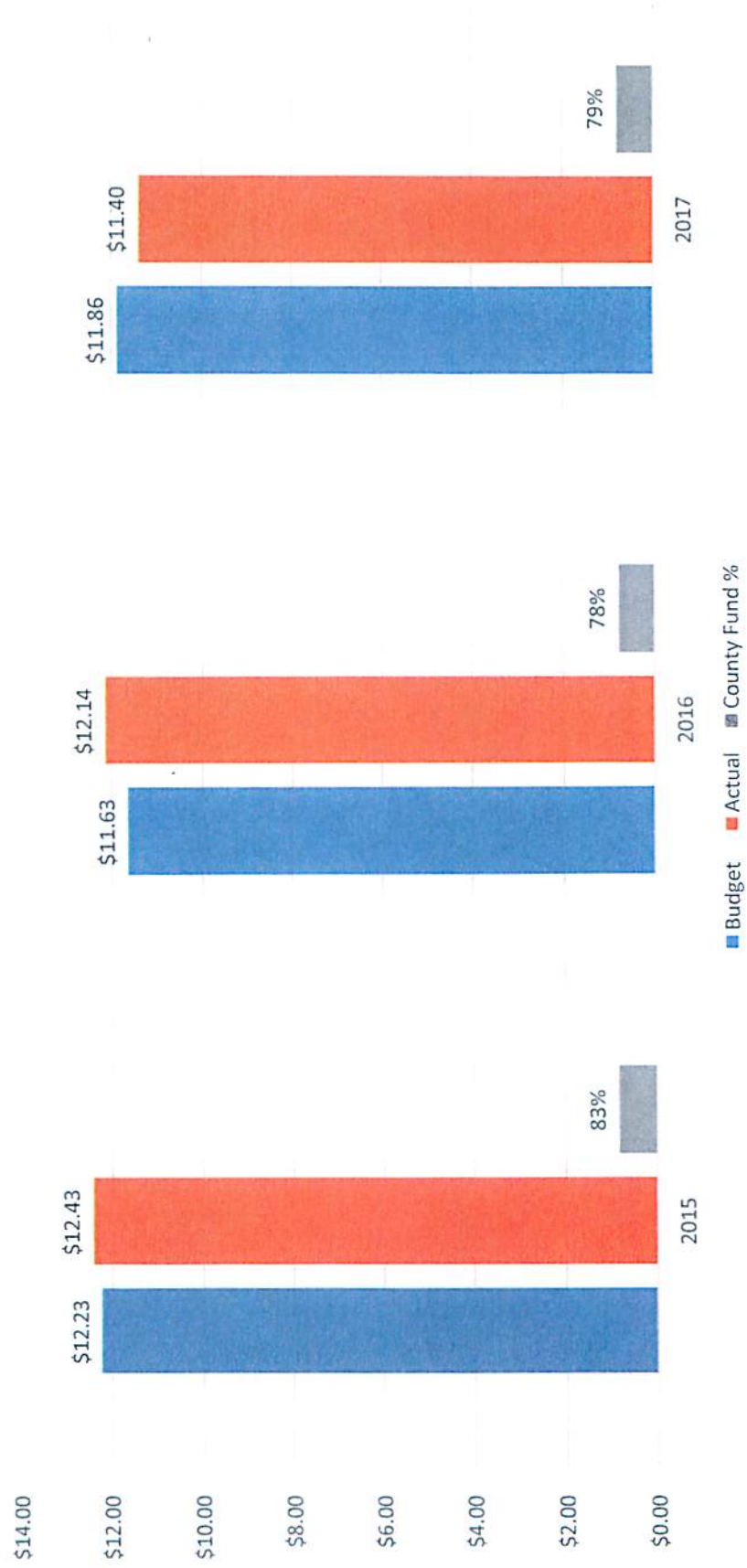
Sponsorship Elements:

- (2) Television Visible Field Signs
- (2) Television Commercial Units on ESPN broadcast of the Raycom Media Camellia Bowl on Saturday, December 16 at 7 pm CT
- Reserved Table at the Alabama Football Legend Luncheon
- (100) Game Tickets for the 2017 Raycom Media Camellia Bowl
- Logo placement on CamelliaBowl.com
- Welcome Letter featured in the game program
- 1st Down Tailgate Package at Fan Fest for Montgomery County Sheriff's Office
 - (2) 20' x 20' tents
 - Corporate logo displayed on Fan Fest video board
 - (8) 6' table with linen table cloths
 - (30) Folding chairs
 - Green outdoor carpet
 - 47" flat screen lcd tv with satellite service
 - (4) 40 Gallon coolers with unlimited ice
 - Unlimited tailgating accessories (cups, plates, napkins and dinnerware)
 - (100) Reserved Game Tickets
 - Full-Page Game Program Advertisement
 - (8) Parking Passes

Workers Comp / Auto Liability Report



Healthcare Expenses Report (\$M)



Tammy Nix

From: Scott Kramer
Sent: Tuesday, November 14, 2017 10:32 AM
To: Donald Mims
Cc: Tammy Nix
Subject: Risk Management Presentation to Commissioners
Attachments: Workers Comp & Liability report as of 10-17.pptx

Donnie, I was planning to give a year end Risk Management report to the Commissioners at the next meeting. Please see attached.

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

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

November 6, 2017

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Proposed Financing of Repair and Renovation of County Facilities

In order to proceed with issuing Revenue Warrants and refunding the Series 2007 General Obligation Warrants for the proposed repair and renovation of County facilities, the following items should be addressed:

1. Selection of architect for each project in order to develop more detailed preliminary drawings and total funding required;
2. Evaluate most critical needs for County Courthouse and determine level of funding to be committed for the project;
3. Decide if the Commission will engage an Owner's Representative/Construction Manager for these projects and calculate additional cost;
4. Identify source of funding for Old Selma Road Park and timeline for construction.

General Services Director Lamar Allen, Deputy Administrator Florence Cauthen and I will be happy to provide additional information if needed.



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

MTGY CO. COMMISSION
CT 30 '17 PM 4:33

October 30, 2017

MEMORANDUM

TO : Mr. Donnie Mims, County Administrator
Montgomery County Commission

FROM : Sheriff Derrick Cunningham *DC*
Montgomery County Sheriff's Office

SUBJECT : Alabama Auburn Sports Bar and Grill
14716 Troy Highway, Matthews, AL 36052
010-Lounge Retail Liquor – Class I

I have reviewed the attached application for 010 Lounge Retail Liquor – Class 1. I object to the approval of the said license.

DC/crv

encls.

19-1

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

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00

Type License: State: County:

Trade Name: ALABAMA AUBURN SPORTS BAR AND GRILL Filing Fee: \$50.00

Applicant: ALABAMA AUBURN SPORTS BAR AND GRILL LLC Transfer Fee:

Location Address: 14716 TROY HWY MATHEWS, AL 36052

Mailing Address: 116 SHEILA BLVD; APT C PRATTVILLE, AL 36066

County: MONTGOMERY Tobacco sales: NO Tobacco Vending Machines:

Type Ownership: LLC

Book, Page, or Document info: CORP BK 2017 PGE 170

Date Incorporated: 08/10/2017 State incorporated: AL County Incorporated: MONTGOMERY

Date of Authority: 08/10/2017 Alabama State Sales Tax ID: R009705931

Federal Tax ID: 82-2288626

Name:	Title:	Date and Place of Birth:	Residence Address:
FLOYD STANLEY LARRY 7964455 - AL	OWNER	11/13/1963 NEW JERSEY	116 SHEILA BLVD PRATTVILLE, AL 36066

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: FLOYD LARRY

Business Phone: 334-296-8056

Fax:

Home Phone: 334-296-8056

Cell Phone: 334-296-8056

E-mail: KYDAVION2007@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: KINGS BAR AND GRILL

Applicant: KINGS BAR AND GRILL LLC

Previous License Number(s)

License 1: 010751951

License 2:

19-2



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



Initial each

☐ **FL.**

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☐ **FL.**

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☐ **FL.**

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☐ **FL.**

In reference to Special Retail or Special Events retail license, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☐ **FL.**

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☐ **FL.**

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ **FL.**

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☐ **FL.**

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): **FLOYD LARRY**

Signature of Applicant: **Floyd Larry**

Notary Name (print): **RITA MCCOY**

Notary Signature: **Rita McCoy**

Commission expires: **4/17/2020**

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20170824103141785



If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: BLOODSTRIPE LLC WILLIAM C MOUNT 334-657-9629

What is lessors primary business? PROPERTY OWNER

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO

Is the business used to habitually and principally provide food to the public? NO

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 00000 Display Square Footage:

Building seating capacity: 50 Does Licensed premises include a patio area? NO

License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE

Location is within: COUNTY Police protection: COUNTY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
FLOYD LARRY	FRAUD ID THEFT	TROY PD	CONTACT ARRESTING AGENCY

Tammy Nix

From: Christa [<mailto:christa.springs@akeep.org>]
Sent: Tuesday, November 14, 2017 5:03 PM
To: Tammy Nix <TammyNix@mc-ala.org>
Subject: Re: Request to speak at 11/06/2017 Commiss. Meeting

Hello again, Tammy,

My name is Christa, and I am contacting you on behalf of **AKEEP** to schedule a time to speak during the next commissioners meeting. We have been extremely fortunate to have earned grants from the **Alabama Humanities Foundation**, the **Alabama Council on the Arts**, and other local grantors to facilitate city-wide and state-wide projects that **our commissioners should be aware of**, among other important and exciting upcoming projects.

I left a message on your machine not clearly leave a callback number. It is **(334) 625-8515**.

Please let me know as soon as possible when we can schedule a talk.

Thank you!

Christa Springs
Assistant Program Coordinator
Alabama-Korea Education & Economic Partnership
(334) 625-8515 | christa.springs@akeep.org

UPCOMING BIDS/CONTRACT RENEWALS 2017

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>NOV</u>						
	52210-15B-009	Emergency Medical Treatment Transport	Sherriff's Office	Haynes Ambulance		Nov 30, 2017
	57202-15B-026	Drug Testing Equipment	Comm. Corrections	Drug Testing Program Management, Inc.	Nov 1, 2017	Nov 1, 2018
	51901-15B-028	Janitorial Services	Support Service	Fall Facility Services	Nov 15, 2017	Nov 15, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	52200-16B-041	Inmate Food Service	Detention Facility	Summit Food Service	Nov 30, 2017	Nov 30, 2019
	52200-16B-043	Inmate Security	Detention Facility	North Atlantic Security Company	Nov 30, 2017	Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli	Nov 20, 2018	Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli	Nov 20, 2017	Nov 20, 2019
	526001-17P-005	Manage and Operate Community Based Adolescent	Youth Facility	The Bridge, Inc.		Nov 30, 2017
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		

UPCOMING BIDS/CONTRACT RENEWALS 2017

<u>DEC</u>						
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.	Dec 31, 2017	Dec 31, 2018
	52200-15B-032	Inmate Uniforms	Detention Facility	Acme Supply, Co., Ltd	Dec 20, 2017	Dec 20, 2018
	52110-16B-008	Emergency Equipment	Sheriff's Office	Gulf States Distributors	Dec 20, 2017	Dec 20, 2018
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC	Dec 31, 2017	Dec 31, 2019
NOTE:	51100-03B-017	Residential Solid Waste Collection	County Commission	Advanced Disposal	This contract has an automatic renewal. Notice to cancel must be given by April 30, 2018. *April 30, 2018- June 30, 2018	

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2017 Collections	FY 2018 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	43,772	39,141	(4,631)	-10.58%
NOVEMBER	40,230	36,171	(4,059)	-10.09%
DECEMBER	38,862			0.00%
JANUARY	37,116			0.00%
FEBRUARY	42,597			0.00%
MARCH	40,887			0.00%
APRIL	43,801			0.00%
MAY	36,639			0.00%
JUNE	38,156			0.00%
JULY	41,913			0.00%
AUGUST	39,546			0.00%
SEPTEMBER	40,122			0.00%
TOTAL	84,002	75,312	(8,690)	-10.34%

YTD Totals 2017	\$483,641	\$75,312
YTD Totals 2016	\$439,869	

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,576,342	3,568,912	68,643	3,637,555	61,213	1.71%
NOVEMBER	3,488,406					
DECEMBER	3,656,532					
JANUARY	4,378,384					
FEBRUARY	3,236,476					
MARCH	3,417,574					
APRIL	4,318,898					
MAY	3,680,847					
JUNE	3,659,662					
JULY	3,801,223					
AUGUST	3,478,806					
SEPTEMBER	3,627,493					
Year to Date	\$3,576,342	\$3,568,912	\$68,643	\$3,637,555	\$61,213	1.71%

Total YTD 2017	\$44,320,643	\$3,576,342
Total YTD 2016	\$43,552,955	\$3,454,774
Total YTD 2015	\$43,026,884	\$3,394,359

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MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,556,400	3,548,435	68,643	3,617,078	60,678	1.71%
NOVEMBER	3,442,102					
DECEMBER	3,594,253					
JANUARY	4,357,256					
FEBRUARY	3,226,845					
MARCH	3,304,970					
APRIL	4,135,519					
MAY	3,604,052					
JUNE	3,593,426					
JULY	3,756,734					
AUGUST	3,435,784					
SEPTEMBER	3,665,491					
Year to Date	\$3,556,400	\$3,548,435	\$68,643	\$3,617,078	\$60,678	1.71%

Total YTD 2017	\$43,672,831	\$3,556,400
Total YTD 2016	\$42,941,719	\$3,425,186
Total YTD 2015	\$42,229,243	\$3,372,214

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MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

EDUCATION SALES TAX

Month Deposited	FY 2017	FY 2018	Increase (Decrease)	
	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,334,564	2,384,646	50,082	2.15%
NOVEMBER	2,290,263			
DECEMBER	2,420,203			
JANUARY	2,841,070			
FEBRUARY	2,139,457			
MARCH	2,248,749			
APRIL	2,723,361			
MAY	2,427,158			
JUNE	2,420,872			
JULY	2,402,677			
AUGUST	2,248,592			
SEPTEMBER	2,335,523			
Year to Date	\$2,334,564	\$2,384,646	\$50,082	2.15%

GASOLINE TAX

Collections	FY 2017	FY 2018	Increase (Decrease)	
			Amount	%
137,536		139,037	1,501	1.09%
137,661				
132,410				
129,222				
121,033				
116,222				
139,250				
131,771				
128,386				
152,388				
138,355				
166,378				
\$137,536		\$139,037	\$1,501	1.09%

Total YTD 2017	\$28,832,488	\$2,334,564
Total YTD 2016	\$28,751,678	\$2,286,368
Total YTD 2015	\$28,371,485	\$2,239,275

\$1,630,613	\$137,536
\$1,622,822	\$132,886
\$1,613,839	\$127,603

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MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017

FY 2018

Increase (Decrease)

MONTH DEPOSITED	Collections	Collections	Amount	%
OCTOBER	213,184	231,009	17,824	8.36%
NOVEMBER	231,791			
DECEMBER	211,662			
JANUARY	188,631			
FEBRUARY	185,122			
MARCH	202,694			
APRIL	252,511			
MAY	219,103			
JUNE	240,823			
JULY	228,679			
AUGUST	229,423			
SEPTEMBER	230,915			
Year to Date	\$213,184	\$231,009	\$17,824	8.36%

23-4
Total YTD 2017

\$2,634,537

\$213,184

Total YTD 2016

\$2,710,090

\$210,405

Total YTD 2015

\$2,577,637

\$202,932

Lodging Tax

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for October 2017

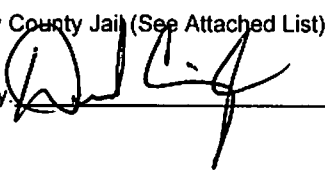
US Marshal Inmates Received	248
FBOP Inmates Received	80
US Marshal Inmate Carryovers from Previous Month	61
FBOP Inmate Carryovers from Previous Month	17
Total US Marshal Inmate Days	1956
Total FBOP Inmate Days	565
Total Federal Inmate Days	2521

State Inmates Received	291
State Inmate Carryovers from Previous Month	559
Total State Inmates in Facility this Month	850
Total State Carryovers to Next Month	527
Total State Inmate Days	16,896

Total Inmates (State and Federal Combined)	1256
Total Inmate Days (State and Federal Combined)	19,417
* Average Daily Population	<u>647</u>

Total Days Billed to the State	16,896
Amount Charged to the State	\$ 29,568.00
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 29,916.75

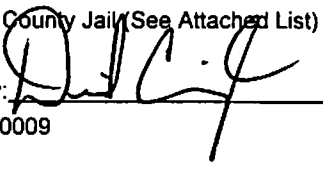
Total Spent for Food this Month	\$58,283.55
Amount Over Allowance	\$57,934.80
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$3.45

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice #10-2017									
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 11/01/2017		SCHEDULE NO.									
				CONTRACT NUMBER AND DATE		PAID BY FBOP Montgomery									
				REQUISITION NUMBER AND DATE											
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org		TAX ID# 63-6001653 H02 DUNS # 099839086		DATE INVOICE RECEIVED											
				DISCOUNT TERMS											
				PAYEE'S ACCOUNT NUMBER											
				GOVERNMENT B/L NUMBER											
SHIPPED FROM		TO		WEIGHT											
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE		ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>		QUAN- TITY		UNIT PRICE COST PER		AMOUNT (1)					
Oct Jail Bill 10/01/2017 to 10/31/2017		10/31/2017		Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____		565		48 Day		27,120.00					
(Use continuation sheet(s) if necessary)										(Payee must NOT use the space below)		TOTAL		27,120.00	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR		EXCHANGE RATE		DIFFERENCES									
		BY 2		= \$		= \$1.00									
		TITLE													
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.															
(Date)		(Authorized Certifying Officer) 2						(Title)							
ACCOUNTING CLASSIFICATION															
P A I D B Y		CHECK NUMBER ON ACCOUNT OF U.S. TREASURY				CHECK NUMBER ON (Name of bank)									
		CASH DATE				PAYEE 3									
		\$													
1 When stated in foreign currency, insert name of currency 2 If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title 3 When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be										PER					
										TITLE					

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT
The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

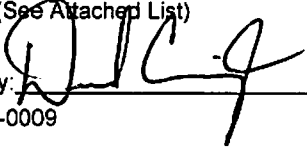
Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #10-2017	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 11/01/2017		SCHEDULE NO. PAID BY USMS M/AL Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM _____ TO _____ WEIGHT _____		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE COST PER		AMOUNT (1)
Oct Jail Bill 10/01/2017 to 10/31/2017	10/31/2017	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List)	428 1	0.535 Mile		228.98 0.48
		Submitted by:  IGA # 02-11-0009				
		COR: _____				
		PT-4AP-D02- -TRP-				
(Use continuation sheet(s) if necessary) TOTAL						229.46
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR _____ BY 2 _____ TITLE _____	EXCHANGE RATE = \$ _____ = \$1.00	DIFFERENCES _____ Amount verified, correct for payment (Signature or initials) _____		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date) _____		(Authorized Certifying Officer) 2 _____			(Title) _____	
ACCOUNTING CLASSIFICATION						
SOC:25302/2292 1561020XD H52 D02 HDT5001D						
P A I D B Y	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH \$	DATE		PAYEE 3		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary, otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER _____ TITLE _____	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT
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24-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL				VOUCHER NO. Invoice #10-2017	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED		SCHEDULE NO. PAID BY USMS M/AL Montgomery	
				11/01/2017			
				CONTRACT NUMBER AND DATE			
				REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org		TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009		DATE INVOICE RECEIVED			
				DISCOUNT TERMS			
				PAYEE'S ACCOUNT NUMBER			
				GOVERNMENT B/L NUMBER			
SHIPPED FROM		TO		WEIGHT			
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
Oct Jail Bill 10/01/2017 to 10/31/2017	10/31/2017	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	1956	48	Day	93,888.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						93,888.00	
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR = \$ _____ BY 2 _____ TITLE _____	EXCHANGE RATE = \$1.00	DIFFERENCES _____ _____ Amount verified, correct for payment (Signature or initials) _____			
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.							
(Date) _____		(Authorized Certifying Officer) 2 _____			(Title) _____		
ACCOUNTING CLASSIFICATION							
SOC:25801 1561020XD H52 D02 HDH5000D							
P A I D B Y	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)		
	CASH	DATE		PAYEE 3			
					PER		
					TITLE		

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

24-4

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

October , 2017

Date	Total # In Jail	Insane	Juvenile	Federal	Other	Month		Year	
						# In Jail State	Per Capita	Sheriff's Allowance	
1	560					560	\$ 980.00	\$ 11.25	
2	564					564	\$ 987.00	\$ 11.25	
3	563					563	\$ 985.25	\$ 11.25	
4	564					564	\$ 987.00	\$ 11.25	
5	560					560	\$ 980.00	\$ 11.25	
6	553					553	\$ 967.75	\$ 11.25	
7	557					557	\$ 974.75	\$ 11.25	
8	554					554	\$ 969.50	\$ 11.25	
9	560					560	\$ 980.00	\$ 11.25	
10	562					562	\$ 983.50	\$ 11.25	
11	557					557	\$ 974.75	\$ 11.25	
12	545					545	\$ 953.75	\$ 11.25	
13	552					552	\$ 966.00	\$ 11.25	
14	552					552	\$ 966.00	\$ 11.25	
15	550					550	\$ 962.50	\$ 11.25	
16	549					549	\$ 960.75	\$ 11.25	
17	550					550	\$ 962.50	\$ 11.25	
18	552					552	\$ 966.00	\$ 11.25	
19	549					549	\$ 960.75	\$ 11.25	
20	530					530	\$ 927.50	\$ 11.25	
21	528					528	\$ 924.00	\$ 11.25	
22	530					530	\$ 927.50	\$ 11.25	
23	523					523	\$ 915.25	\$ 11.25	
24	529					529	\$ 925.75	\$ 11.25	
25	533					533	\$ 932.75	\$ 11.25	
26	537					537	\$ 939.75	\$ 11.25	
27	525					525	\$ 918.75	\$ 11.25	
28	524					524	\$ 917.00	\$ 11.25	
29	524					524	\$ 917.00	\$ 11.25	
30	532					532	\$ 931.00	\$ 11.25	
31	528					528	\$ 924.00	\$ 11.25	
Total	16896	0	0	0	0	16896	\$ 29,568.00	\$ 348.75	

Amount Chargeable to the State (0900-14) \$ 29,568.00

SSN: _____ Sheriff's Allowance (0900-31) \$ 348.75

Total Amount \$ 29,916.75

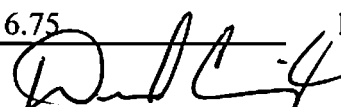
Affadavit of the Sheriff before Notary Public
The State of Alabama Montgomery County

Before me

MCC & Derrick Cunninghammakes oath that the within account for
that no part here of has been paid.

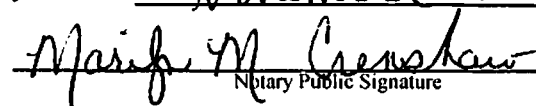
Notary Public, personally appeared

Sheriff of said County, who being by me sworn,

29916.75 Dollars is correct and

Sheriff's Signature

Sworn to and subscribe before me this

2ndday of November, 20 17

Notary Public Signature

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

October 2017 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	6
W/M	1
B/M	10
W/F	0
B/F	0
O/F	0
Total	<u>17</u>

Number of Inmates Received During the Month:

O/M	1
W/M	0
B/M	7
W/F	0
B/F	1
O/F	0
Total	<u>9</u>

Number of Inmates in Jail During the Month:

O/M	7
W/M	1
B/M	17
W/F	0
B/F	1
O/F	0
Total	<u>26</u>

Number of Inmates Released or Removed During the Month:

O/M	0
W/M	1
B/M	6
W/F	0
B/F	0
O/F	0
Total	<u>7</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	7
W/M	0
B/M	11
W/F	0
B/F	1
O/F	0
Total	<u>19</u>

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

October 2017 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	15
B/M	35
W/F	3
B/F	3
O/F	<u>2</u>
Total	61

Number of Inmates Received During the Month:

O/M	1
W/M	9
B/M	23
W/F	1
B/F	5
O/F	<u>0</u>
Total	39

Number of Inmates in Jail During the Month:

O/M	4
W/M	24
B/M	58
W/F	4
B/F	8
O/F	<u>2</u>
Total	100

Number of Inmates Released or Removed During the Month:

O/M	3
W/M	10
B/M	21
W/F	0
B/F	5
O/F	<u>1</u>
Total	40

Number of Inmates Carried Over at the Close of the Month:

O/M	1
W/M	14
B/M	37
W/F	4
B/F	3
O/F	<u>1</u>
Total	60

**MONTGOMERY COUNTY MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

October 2017 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	5	1.02%
W/M	74	16.33%
B/M	408	68.37%
W/F	29	6.12%
B/F	42	8.16%
O/F	1	0.00%
Total	559	100.00%

Number of Inmates Received During the Month:

O/M	2	0.69%
W/M	51	17.53%
B/M	175	60.14%
W/F	27	9.28%
B/F	36	12.37%
O/F	0	0.00%
Total	291	100.00%

Total Number of Inmates in Jail During the Month:

O/M	7	0.82%
W/M	125	14.71%
B/M	583	68.59%
W/F	56	6.59%
B/F	78	9.18%
O/F	1	0.12%
Total	850	100.00%

Number of Inmates Released or Removed During the Month:

O/M	1	0.31%
W/M	56	17.34%
B/M	194	60.06%
W/F	29	8.98%
B/F	42	13.00%
O/F	1	0.31%
Total	323	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	6	1.14%
W/M	69	13.09%
B/M	389	73.81%
W/F	27	5.12%
B/F	36	6.83%
O/F	0	0.00%
Total	527	100.00%

Community Corrections Census & Fiscal Report

Oct, 17 Nov, 17 Dec, 17 Jan, 18 Feb, 18 Mar, 18 Apr, 18 May, 18 June, 18 July, 18 Aug, 18 Sept, 18 TOTAL:

PROGRAM TYPE:

~County Probation Offenders	190	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	195.00	-	-	-	-	-	-	-	-	-	-	-	\$195.00
~Pre-Trial Release Participants	37	0	0	0	0	0	0	0	0	0	0	0	0
(Jail Bed- Days Saved)	1157	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	654.00	-	-	-	-	-	-	-	-	-	-	-	\$654.00
~Drug Court Offenders	17	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	1,837.00	-	-	-	-	-	-	-	-	-	-	-	\$1,837.00
~Jail/Prison Diversion Offenders	179	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	2,168.50	-	-	-	-	-	-	-	-	-	-	-	\$2,168.50
Amt. Billed to AL Dept. of Corrections	31,080.00	-	-	-	-	-	-	-	-	-	-	-	\$31,080.00
~Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	-	-	-	-	-	-	-	-	-	-	-	-	\$0.00
~Drug Screenings	229	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	1,340.00	-	-	-	-	-	-	-	-	-	-	-	\$1,340.00
~E.V.E.N. DV Program Enrolled	91	0	0	0	0	0	0	0	0	0	0	0	0
Fees Collected	1,095.00	-	-	-	-	-	-	-	-	-	-	-	\$1,095.00
~Other Fees Collected	215.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$215.00
TOTAL FEES: (15-16 FY)	\$ 38,584.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,584.50

Prior Year Fees (Comparison):

\$42,667.00 \$39,885.00 \$44,362.00 \$42,946.00 \$38,930.00 \$38,359.00 \$34,919.50 \$36,340.95 \$40,145.00 \$39,932.50 \$41,277.00 \$38,209.00

TOTAL POPULATION SERVED:

(Population at end of Reporting Month)

514 0 0 0 0 0 0 0 0 0 0 0 0

Comparison Population Previous Year

467 464 451 445 462 448 437 443 463 483 526 517

~Community Service Participants

20 0 0 0 0 0 0 0 0 0 0 0

(Community Service Hours)

179 0 0 0 0 0 0 0 0 0 0 0

Value of Labor at \$7.25 per Hr.

\$ 1,297.75 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 1,297.75

(Minimum Wage)

Budget Allocation (Anticipated Revenue)

Drug Court

\$32,650.00

AL D.O.C.

\$360,460.00

Client Fees

\$88,740.00

E.V.E.N.

\$28,150.00

Total Amount Collected/Billed to Date

\$1,837.00

\$31,080.00

\$4,357.50

\$1,095.00

Balance (of anticipated revenue)

\$30,813.00

\$329,380.00

\$84,382.50

\$27,055.00

Revenue Comparison to Prior Year

Current FY Year to Date Total

\$38,584.50

Prior Year to Date

\$42,667.00

Difference From Prior Year

-\$4,082.50 +

Total Projected Fees from All Other Sources*

\$510,000.00

Target Amount expected to be collected/billed by date

\$42,500.00 Target Percent 8.33%

Total Collected/Billed to date

\$38,584.50 % of Goal Collected/Billed to date 7.57%

**Goal = \$510,000 divided by 12 & X# of Months Completed this

Difference from Anticipated Revenue to Date: + or -

-\$3,915.50

*Other than from County Appropriations

25-1