

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 18, 2014

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:02 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

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

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$1,000 miscellaneous appropriation from his account to BOE, Sydney Lanier High School, for softball team.

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to One Place Family Justice Center for domestic violence program.

Chairman Dean and Commissioner Ingram requested a \$250 miscellaneous appropriation from each of their accounts to the City of Montgomery, to be used by BONDS to support the Ramer / Grady Neighborhood Association, with funding for transportation to the Rosa Parks Museum.

After discussion, the Commission agreed to add these items to the miscellaneous appropriations.

The Commission agreed to waive rules and add a Budget Change Request to the agenda in the amount of \$10,000 to the Chamber of Commerce for the Regional High School Basketball Tournament located at Alabama State University.

PRESENTATION BY SHERIFF D.T. MARSHALL

Sheriff D.T. Marshall informed the Commission that Deputy Dave Day would be held May 3, 2014 and that he would appreciate any contributions from the Commission for this event.

Administrator Mims briefed the Commission regarding a bid award for kitchen equipment, Bid No. 52200-14B-002. Sheriff Marshall stated that this equipment was for the Detention Facility kitchen. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Sheriff Marshall briefed the Commission regarding the following Position Fill Requests: Deputy Sheriff, Corporal, Position Number to be determined, Deputy Sheriff, Sergeant, Position Number 129, Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined, Deputy Sheriff, Corporal, Position Number 33, Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined, Corrections Officer Trainee/Corrections Officer, Position Number 052 and Corrections Officer Trainee/Corrections Officer, Position Number 182. After discussion, the Commission agreed to place these items on the next agenda.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown briefed the Commission regarding a Position Fill Request for Community Corrections Officer, Position Number 300359014. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PRESIDING CIRCUIT COURT JUDGE CHARLES PRICE AND PUBLIC DEFENDER'S OFFICE DIRECTOR AYLIA MCKEE

Presiding Circuit Court Judge Charles Price introduced Aylia McKee, the new director of the Public Defender's Office. Judge Price requested that the County allocate, at no cost, the Griel Mansion for the Public Defender's Office once County Attorney Thomas T. Gallion vacates the premises. Judge Price stated that the State would pay utilities for the building, which currently averages \$14,000 per year. Judge Price noted that the plan is to hire six attorneys, three secretaries and one investigator by June 1, 2014, and to eventually hire a total of 16 lawyers, two investigators, one paralegal and four secretaries. Commissioner Ingram inquired as to whether furniture would be needed. Judge Price replied that furniture would be left in the building to be sold, but that the State of Alabama cannot purchase used furniture. He proposed that the County buy the furniture and rent it to the State until it is paid in full. After discussion, Judge Price agreed to have State officials and Ms. McKee meet with Administrator Mims regarding a contract for the building.

PRESENTATION BY REVENUE MANAGER TERRI HENDERSON

Revenue Manager Terri Henderson briefed the Commission regarding renewal of the External Audit Services Agreement with Rivertree Systems, Inc. Mrs. Henderson stated that the County has had a contract with Rivertree Systems, Inc., since 2003 and that they have historically met their benchmark.

Mrs. Henderson briefed the Commission regarding a sales tax collections analysis from 2007 to 2014 (Copies of Analysis, Pages 11-1 and 11-2, are attached to these Minutes.)

Mrs. Henderson briefed the Commission regarding the lodging taxes. She noted that the lodging rate increased from \$1.50 to \$2.25 per room, effective December 1, 2013.

Commissioner Ingram inquired as to whether it would be helpful to have an employee designated to go to individual businesses to check their business licenses. Ms. Henderson stated that it would.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci informed the Commission that a meeting regarding the sales tax software system Request for Proposal would be held this morning, and that they hoped to send it out by the first of March.

Mr. Ialacci briefed the Commission regarding changes to the Information Systems' classifications and organizational structure. After discussion, the Commission agreed to place these items on the next agenda.

Mr. Ialacci noted that he would be meeting with a company in the next two or three weeks regarding a time and attendance software program.

Mr. Ialacci briefed the Commission regarding Budget Change Request Number 2 for Information Systems. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE AND ASSISTANT COUNTY ENGINEER JAMES KELLEY

County Engineer George C. Speake recommended approval of the ALDOT funding agreement for resurfacing Hayneville Ridge Road from U.S. 82 to the Bullock County line, Project No. STPNU-5100(205), which was on the agenda.

Also, Mr. Speake informed the Commission that the Preliminary Engineering Agreement with Volkert, Inc., for resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway), ATRIP #51-03-07, was finalized. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY COUNSELOR CHRISTY HOLDING WITH THE SAMARITAN COUNSELING CENTER, INC.

Counselor Christy Holding with The Samaritan Counseling Center, Inc., briefed the Commission regarding their mission and requested a \$5,000 appropriation.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Number 9 from County Commission Appropriations. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission regarding a Resolution proclaiming the month of March as Certified Government Financial Manager Month. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented Board Member Appointments to Catoma Volunteer Fire Protection Authority. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding County Levies for Alcohol Licensing for 2014-2015. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry updated the Commission regarding the Commission's upcoming calendar of events, noting a breakfast the following morning with Congresswoman Terri Sewell and the rescheduling of the monthly Chamber Elected Officials Breakfast from February 19th to a 3:00 p.m. meeting on February 24th.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Position Fill Request for Customer Service Clerk, Position Number 750016037, for the Probate Judge's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator informed the Commission that the County had received a check from the City of Montgomery in the amount of \$540,000 for their 60% portion of the land in the Montgomery Industrial Park for DAS North America, Inc.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals. He informed Commissioner Ingram that he needed to visit with him regarding a letter from the Montgomery County Association of Volunteer Fire Departments concerning ambulance service.

Administrator Mims presented the Revenue Reports for January 2014 from Tax and Audit Department, which was briefed earlier in the meeting by Revenue Manager Henderson.

Administrator Mims presented the Population Report for January 2014 for the Mac Sim Butler Detention Facility.

Administrator Mims presented the Census and Fiscal Report for January 2014 for Community Corrections.

Administrator Mims noted an employee who submitted a Notice of Application for Retirement Allowance.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims stated that in the last few days, he had talked with each Commissioner and briefed them on the five candidates for the Deputy Administrator position, and went over the qualifications and experience of the candidates. After considering their applications, interviews and references, Administrator Mims concluded that Scott Kramer is the best candidate and recommended him for the position. Commissioner Ingram inquired as to when Mr. Kramer would assume the position. Vice Chairman Harris stated that Administrator Mims has the authority to recommend a candidate but that the Commission would have to approve it. Vice Chairman Harris said that he did not think that Administrator Mims made a good decision. He noted that he looked at the nature of the job with emphasis on abilities and skills. He said that the skills that were emphasized with Mr. Kramer were for Risk Management and that the County already has a Risk Manager. He added that the County needs someone who has the ability to manage people and make tough decisions; someone with the ability to say no and stand by it. Vice Chairman Harris acknowledged that the Administrator keeps them out of trouble when we are audited annually by a state agency. Commissioner Ingram stated that Administrator Mims has kept the Commission out of trouble and the County has received excellent audits. Vice Chairman Harris stated that the County had a Deputy Administrator and Administrator with separate skills sets and that they need to stay along those lines. He said that the candidate has to have an analytical mind to review contracts and legal documents; also to supervise large groups of people. He stated that he did not see that in Mr. Kramer's supervision skills and that he only supervised contract employees. Commissioner Ingram noted that Mr. Kramer has saved the County a lot of money. He asked his fellow Commissioners whether the Commission gave Administrator Mims the authority or not and are we going to manipulate who he hires. Commissioner Ingram added that the Commission has already approved the position fill request.

Chairman Dean stated that he did not know that Administrator Mims would be discussing the matter at this meeting.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer by Commissioner Ingram.

The Pledge of Allegiance was led by Commissioner Walker.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Walker, and Williams. Also present were County Attorney Tyrone C. Means, and County Engineer George C. Speake.

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of February 3, 2014. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

NEW BUSINESS

ENGINEERING DEPARTMENT – APPROVED AGREEMENT WITH ALABAMA DEPARTMENT OF TRANSPORTATION FOR RESURFACING HAYNEVILLE RIDGE ROAD, PROJECT NO. STPNU-5100(205) AND ADOPTED RELATED RESOLUTION

The Administrator presented the following memorandum from County Engineer George C. Speake:

February 3, 2014

MEMORANDUM

TO: Donald L, Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Agreement for Resurfacing
CR-36 (Hayneville Ridge Road) from US-82 to Bullock County Line
Project No. STPNU-5100(205), MCP 51-74-13, CPMS Ref No. 100061620

As discussed during the February 3, 2014, Information Session, please place on the agenda of the next regular meeting of the Montgomery County Commission approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Project No. STPNU-5100(205), MCP 51-74-13, CPMS Ref No. 100061620, Resurfacing Hayneville Ridge Road from US-82 to Bullock County Line.

If approved please have the attached agreement and resolution executed and return to this office for further processing.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the agreement and adopt the resolution. The motion was seconded by Ms. Walker and unanimously approved by the Commission. (Copies of Letter, Agreement, Resolution, Exhibit M Certification, and Exhibit N, Agenda Pages 1-2 through 1-8, are attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR BUTLER, CHILTON, ELMORE AND MONROE COUNTIES

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: February 4, 2014

Re: Butler, Chilton, Elmore and Monroe County Detention Bed Contracts

Please place the attached contracts on the February 18th County Commission Agenda for approval and signatures. These contracts are for Butler, Chilton, Elmore and Monroe Counties to house juveniles from that county in our facility.

Thank you for your consideration in this matter.

End of Memorandum

Mr. Ingram made a motion to approve the contracts. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Contracts, Agenda Pages 2-2 through 2-13, are attached to these Minutes.)

YOUTH FACILITY – APPROVED ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENTS FOR PART I AND PART II FUNDS

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Court Administrator

Date: February 4, 2014

Re: DYS Community Grant/Subsidy Authorization

The attached grant agreement needs to be put on the County Commission formal agenda for February 18th. These are Part I and Part II DYS Community Grant/Subsidy Authorization funds.

Thank you for your consideration in this matter.

End of Memorandum

Mr. Ingram made a motion to approve the grant agreements. The motion was seconded by Ms. Walker and unanimously approved by the Commission. (Copies of Grant Agreements, Agenda Pages 3-2 and 3-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

February 18, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

C-2014-54: Child Protect, Inc., for Support of their Mission of Service to Children of Abuse - \$500; (Ingram)

C-2014-55: Alabama Shakespeare Festival, for Educational Programs - \$1,000; (Ingram)

- C-2014-56: Greg Calhoun Foundation, Inc., for After School Program - \$250; (Ingram)
- NC-2014-80: City of Montgomery, to be used by BONDS to support Spring Valley/Cross Creek/Valley Village, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)
- NC-2014-81: BOE, Robert E. Lee High School, for Basketball Team - \$1,000; (Williams)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

- C-2014-57: One Place Family Justice Center, for Domestic Violence Program - \$1,000; (Harris)
- NC-2014-82: BOE, Sydney Lanier High School, for Softball Team - \$1,000; (Williams)
- NC-2014-83: City of Montgomery, to be used by BONDS to Support the Ramer / Grady Neighborhood Association, with Funding for Transportation to the Rosa Parks Museum - \$500; (Dean-\$250 and Ingram-\$250)

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

DETENTION FACILITY – APPROVED THREE POSITION FILL REQUESTS FOR CORRECTIONS OFFICER TRAINEE/CORRECTIONS OFFICER, POSITION NUMBERS 039, 173 AND 205

The Administrator presented the following memorandum:

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on February 3, 2014, agreed to place the following Position Fill Requests on the next agenda for the Detention Facility:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 039
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 173
- (3) Corrections Officer Trainee/Corrections Officer, Position Number 205

I am requesting approval of these items.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the requests. The motion was seconded by Ms. Walker and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 5-2 through 5-4, are attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – APPROVED POSITION FILL REQUEST FOR
REVENUE BRANCH SUPERVISOR, POSITION NUMBER 800120024

The Administrator presented the following memorandum from Revenue Commissioner Janet Y. Buskey:

January 30, 2014

MEMORANDUM

TO: Mr. Elton Dean, Chairman
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner

SUBJECT: Position Fill Request – Revenue Branch Supervisor

Effective February 28, 2014, Veronica Toliver will be retiring leaving us with a Revenue Branch Supervisor vacancy at the East office.

I respectfully request authorization to fill this position effective March 1, 2014. This position will be filled from the current open-competitive register.

I am requesting that this position be considered and placed on the agenda at the next Commission meeting.

Thank you for your consideration.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 6-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (14)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Number 6
2. Public Affairs Department	Request Numbers 10 and 11
3. Sheriff's Office	Request Number 9
4. Youth Facility	Request Number 8
5. Risk Management	Request Number 8
6. Engineering Department	Request Number 4
7. Appraisal Department	Request Numbers 4 and 5
8. Community Corrections	Request Numbers 8, 9, and 10
9. District Attorney's Office	Request Numbers 18 and 20

Mr. Ingram made a motion to approve the requests. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 7-1 through 7-14, are attached to these Minutes.)

WAIVED RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (3)

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

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. County Commission Appropriations	Request Numbers 9 and 11
2. Information Systems	Request Number 2

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 8-1 through 8-3, are attached to these Minutes.)

DETENTION FACILITY – APPROVED BID AWARD FOR KITCHEN EQUIPMENT, BID NO. 52200-14B-002

The Administrator presented the following memorandum from Buyer II Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: February 11, 2014

SUBJECT: Invitation to Bid No: 52200-14B-002
Kitchen Equipment for the Detention Facility

Request that approval of award on the above referenced Invitation to Bid, to the only bid received, Hawk, Inc. for \$72,373.97, be placed on the County Commission agenda. (copy of spread sheet attached)

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Spreadsheet and Invitation to Bid, Agenda Pages 9-2 through 9-10, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED PRELIMINARY ENGINEERING AGREEMENT WITH VOLKERT, INC., FOR RESURFACING VAUGHN ROAD FROM SR-271 (TAYLOR ROAD) TO SR-110 (CHANTILLY PARKWAY), ATRIP #51-03-07

The Administrator presented the following memorandum from County Engineer George C. Speake:

February 5, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Preliminary Engineering (PE) Agreement for Resurfacing Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway)

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the agreement, between Volkert, Inc. and Montgomery County, for Preliminary Engineering (PE) on the project referenced above. The cost of this work is 80% MPO Federal Funds with a 20% match to be split between the City and the County.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Agreement and Attorney Gallion's Opinion, Agenda Pages 10-2 through 10-10, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

RLF/Special Projects Manager of Central Alabama Regional Planning and Development Commission Steve Till said good morning to everyone and addressed the Commission about Housing Rehabilitation Improvements Grant for Eastwood Villa Community, which assists low-income families lacking resources. He informed them that as of today, 14 homes in the Eastwood Villa Community have been rehabilitated which has helped and bettered the lives of 25 people. He thanked the Commission and told them that two of the people have come to the meeting to express their appreciation. Mr. Till then introduced Ms. Dorothy Taylor and Mr. Nathan Urquhart. Ms. Taylor thanked the Commission for the program and explained that she has lived in her home for 42 years and would not have been able to do anything to fix it. She thanked God for Mr. Steve Till and everyone who brought about the change. Mr. Till told the Commission that Ms. Taylor's HVAC went out right before the ice/snow storm and through the program they were able to replace the system. Mr. Urquhart thanked the Commission and stated that he has lived in his house for 42 years and the house looks beautiful.

Commissioner Ingram thanked everyone for coming to the meeting. He said that he went with Ms. Leslie York and looked at the Eastwood Villa homes two years ago, and he thanked Mr. Till and Ms. York for what they do to rehabilitate the homes in Montgomery County. He noted that for the past nine years he has passed out roses to all the ladies in the courthouse for Valentine's Day; however, he missed it this year, because he had back to back appointments. He apologized and said that before the end of the month he will bring the roses. He wished them a happy belated Valentine's Day and thanked them for all they do. He said that during the bad weather we were fortunate to have the Engineering Department, their supervisors, the Sheriff's Office, all the deputies and all the staff, and he thanked them for all they do. He stated that we are all in this together and Montgomery County is a great place to live. He added that the County Commission is a good team and that Vice Chairman Harris is a great debater. He expressed his appreciation for everybody who works for the County and told everyone to have a great and safe week, and God Bless.

Commissioner Williams told the audience good morning. He expressed his appreciation for the work that Central Alabama Regional Planning and Development Commission does in helping poor people with energy saving, weatherization and renovations of their homes. He thanked Greg Clark, Leslie York and Steve Till for all that they do and stated that they do it with passion

and love. He told everyone that he has hand-delivered applications to CARPDC for those in need. He thanked them for coming to the meeting. He told Ms. Taylor and Mr. Urquhart that in his line of work very few people come back to say thank you and then he thanked them for showing their appreciation. He told everyone to have a good day and a good week.

Commissioner Walker expressed her appreciation for the opportunity to serve on the Commission and for the warm welcome she has received. She stated that she is a Montgomery girl and knows a lot about Montgomery but also has a lot to learn about the Commission and the County. She stated that she is very impressed with what she has seen so far.

Chairman Dean welcomed Commissioner Walker and stated that she has a lot of knowledge and resources that the Commission can use, and he informed everyone that she will be going to Washington D.C. on March 11th. He told the audience that it is always a pleasure to see them. He thanked the department heads for all they do and stated that we all work together. He informed the audience that the Commission always talks things over before the meeting. He said that he doesn't think it's a better system but that the County has all the best entities. He then acknowledged the District Attorney, Probate Judge, Sheriff and Revenue Commissioner for their work. He added that Montgomery County is number one in everything that it does. He acknowledged that people have needs and stated that the Commission doesn't know it all and asked the people to help coach them. He told everyone to have a good week.

Vice Chairman Harris told the audience good morning and that it was good to see them. He welcomed new Commissioner Ms. Ronda Walker to the County Commission group and added that he had an excellent conversation with Commissioner Walker. He said that he does not agree with Commissioner Ingram's comment about him being a great debater. He listens to the facts; he reads the materials; he takes that information to make his decisions, and he does not make subjective decisions. Commissioner Ingram told Vice Chairman Harris it was meant as a compliment, and Vice Chairman Harris stated that it was a backhanded compliment. Vice Chairman Harris said that Montgomery County and all City and County government have come a very long way. He added that the Commission will continue to do all that they can for the betterment of the County. He noted that Montgomery has the best people in the County and thanked them for all that they do. He wished all the ladies a happy belated Valentine's Day.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on February 18, 2014, at 9:52 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-31-14

Check Number	To	Check Number
241115		241145
Total Checks Paid		\$73,390.74

CHECK #	PAYEE	AMOUNT	DATE
241114	Postmaster Bulk Mailing	\$ 3,973.64	01/27/14

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 01-30-14

Check Number	To	Check Number
241147		241219
Total Checks Paid		\$483,938.57

CHECK #	PAYEE	AMOUNT	DATE
241146	Collins, Shaletta	\$1,000.00	01/30/14

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

02-18-14 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 02-07-14

Check Number	To	Check Number
241221		241288
Total Checks Paid		\$376,319.43

CHECK #	PAYEE	AMOUNT	DATE
241220	Postmaster Bulk Mailing	\$6,552.57	02/04/14

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-07-14

Check Number	To	Check Number
241289		241368
Total Checks Paid		\$144,342.01

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
02/07/14

Payroll Check Number	118782	To	Payroll Check Number	118867	\$ 81,433.77
Direct Deposits					\$ 805,371.78
Payroll Check Number	118868	To	Payroll Check Number	118895	\$ 244,118.64
Direct Deposits					\$ 333,339.52
Federal Deposits					\$ 332,929.91
Total Payroll Paid					\$ 1,797,193.62

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



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

January 30, 2014

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

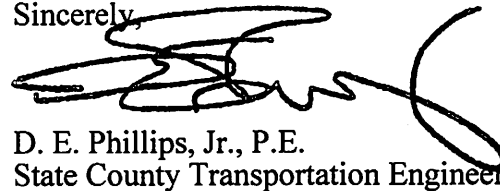
RE: STPNU-5100(205)
MCP 51-74-13
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:MBH:mh

Attachment

cc: Mr. Clay McBrien
Mr. Steven Graben
Mr. George Speake
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT - FA

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA, (FEIN 63- 6001728) party of the second part (hereinafter called the County):

W I T N E S S E T H

WHEREAS, the STATE and COUNTY desire to cooperate in the resurfacing of CR-36 (Hayneville Ridge Road) from SR-6 (US-82) to the Bullock County line. Length - 5.905 miles. Proj #STPNU-5100(205), MCP 51-74-13, CPMS Ref #100061620.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.
- B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.
- C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.
- D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces as a part of the project cost.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the COUNTY for the permit, and shall comply with all requirements of the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the STATE will have no obligation regarding the permit. The COUNTY will furnish the STATE (Division) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2012)	\$ 235,340.81
FA Funds (2013)	533,000.00
FA Funds (2014)	46,127.78
County Funds	203,617.15
Total (Incl. E&I and Indirect Cost)	<u>\$ 1,018,085.74</u>

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. The COUNTY will be responsible at all times for all of the work performed under this agreement and, the COUNTY will protect, defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, and employees, in both their official and individual capacities, and their agents and/or assigns, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the work performed under this agreement.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. Exhibit M is attached hereto as a part hereof.

R. Exhibit N is attached hereto as a part hereof.

S. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

STATE OF ALABAMA,
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF
TRANSPORTATION

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY
OF , 20 .

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Resurfacing of CR-36 (Hayneville Ridge Road) from SR-6 (US-82) to the Bullock County line. Length - 5.905 miles. Proj #STPNU-5100(205), MCP 51-74-13, CPMS Ref #100061620;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,
20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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

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 Assistant Detention Director, 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 Commission on the 12th day of November, 2013.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

BUTLER COUNTY

Diane Kelso
**ADMINISTRATOR/CLERK/
TREASURER**

Mark Helms
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

RECEIVED
JAN 17 2013
CLERK OF COURT
MONTGOMERY COUNTY

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 \$85.00 per day for any juvenile housed above their allotted number.
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 Assistant Detention Director, 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 Chairman of its Commission on the 12th day of November, 2013.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Connie Powell
ADMINISTRATOR/CLERK/
TREASURER

Allen Cato
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 Assistant Detention Director, 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 Chairman of its County Commission on the 25th day of November, 2013.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Kimberly Erb
ADMINISTRATOR/CLERK/
TREASURER Executive Test.

[Signature]
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 Assistant Detention Director, 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

Henry A. ...
CHAIRMAN

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
PART I FUNDS**

The Alabama Department of Youth Services hereby awards to **Montgomery County Youth Facility** (hereinafter called Recipient) the amount of **Thirty-two thousand, four hundred thirty and 40/100 dollars (\$32,430.40)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975) The funds may be used for the period **October 1, 2013 through September 30, 2014**, for providing at least one detention bed per county for the following counties:

**Butler
Elmore**

**Monroe
Montgomery**

DYS shall pay to Recipient for the benefit of each county, eight thousand one hundred seven and 60/100 dollars (\$8,107.60) per county, payable by installment for detention services in accordance with the applicable rules, regulations and conditions of the Department as approved by the Board of Youth Services on June 25, 1993. The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2014.

Accepted by: _____ Title _____

J. Walter Wood, Jr.
Executive Director
Department of Youth Services

Legal Counsel
Department of Youth Services
Reviewed for legal form.

**ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT/SUBSIDY AGREEMENT
PART II FUNDS**

The Alabama Department of Youth Services hereby awards to **Montgomery County Youth Facility** (hereinafter called Recipient) the amount of **One hundred ninety-six thousand, six hundred thirty-three dollars (\$196,633.00)**, pursuant to DYS community grant/subsidy authorization (Title 44-1-28, Code of Alabama 1975) and the funding formula set forth by the Department of Youth Services Board. The funds may be used for the period **October 1, 2013 through September 30, 2014**, for detention services in accordance with the Minimum Standards for Juvenile Detention Facilities.

The Recipient shall administer the services for which this grant/subsidy is awarded in accordance with the applicable rules, regulations and conditions of the Department as approved by the Youth Services' Board on June 25, 1993.

Recipient agrees to hold AWOLs from DYS at the request of DYS for up to 72 hours without charge to DYS.

The grant/subsidy award contained herein is for a period of twelve months, payable by installment, subject to the availability of funds and adjustments by the Alabama Department of Youth Services Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2014.

Accepted by: _____ Title _____

J. Walter Wood, Jr.
Executive Director
Department of Youth Services

Legal Counsel
Department of Youth Services
Reviewed for legal form.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer/Correcitons Officer Trainee

Position Number 039

Proposed Effective Date February 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT

D. T. Marshall
Corrections Officer \$29,569 Grade PC1

Date January 16, 2014

Department Head

2. Administrative Review

() Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 173

Proposed Effective Date February 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date January 21, 2014

Department Head *mmc*

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee: _____

Date _____

Appointing Authority _____

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1. _____	dept request
2. _____	admin review
3. _____	pers dept
4. _____	cert to admin
5. _____	dept selection
6. _____	final review

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 205

Proposed Effective Date February 3, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer
(☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 Grade PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date January 21, 2014

Department Head *moa*

2. Administrative Review

() Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director _____

Date _____

4. Selectee: _____

Appointing Authority _____

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1	dept request
2	admin review
3	pers dept
4	cert to admin
5	dept selection
6	final review

DEPARTMENT: Revenue Commissioner's Office

DEPARTMENT HEAD: Janet Buskey

SUPERVISOR: Allyson Holland

1 POSITION TITLE Revenue Branch Supervisor
POSITION NUMBER 800120024
PROPOSED EFFECTIVE DATE March 1, 2014
TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER
(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE A07 (38,734 - 55,138)


Department Head

Date 1/30/2014

2 ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional _____ Candidates
Open-competitive _____ Candidates
Transfer _____ Candidates

Personnel Director _____ Date _____

4 SELECTEE: _____

Appointing Authority _____ Date _____

5 () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB 18 2014

Date: February 12, 2014
To: Donald L. Mims, Administrator
From: Ronda McCaul Walker
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington D,C

Departure Date: March 11, 2014 Return Date: March 13, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend meeting with the Montgomery Area Chamber of Commerce

Traveler (s) Name: 1. Ronda Walker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,719.00 Advance Registration Required: \$0.00

Department Name: Administration Fund Name: General

Additional Comments: Meals - \$225.00; Lodging - \$570.00; Airfare - \$924.00

To: Ronda McCaul Walker

From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$1,719.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$4,414.45</u>	
Budget Available:	<u>\$18,085.55</u>	
Current Requests:	<u>\$1,719.00</u>	
Budget Balance:	<u>\$16,366.55</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/13/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

FEB 18 2014

Date: February 4, 2014
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: May 8, 2014 Return Date: May 8, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend State Public Relations Council of Alabama Board Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$103.04 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$103.04

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$103.04 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$640.68</u>	
Budget Available:	<u>\$2,859.32</u>	
Current Requests:	<u>\$103.04</u>	
Budget Balance:	<u>\$2,756.28</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2014

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 18 2014

Request # 11

Date: February 4, 2014
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: August 7, 2014 Return Date: August 7, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend State Public Relations Council of Alabama Board Meeting

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$103.04 Advance Registration Required: _____

Department Name: Public Affairs Dept Fund Name: General

Additional Comments: Mileage - \$103.04

To: Didi Henry
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$103.04 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,500.00</u>
Approved Requests:	<u>\$640.68</u>
Budget Available:	<u>\$2,859.32</u>
Current Requests:	<u>\$206.08</u>
Budget Balance:	<u>\$2,653.24</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2014

cc: Finance Director / Buyer

7-3

Revised October 13, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

FEB 18 2014

Date: February 11, 2014
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montevallo, AL
Departure Date: February 22, 2014 Return Date: February 22, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Explorer Competition

Traveler (s) Name: 1. Corporal Cedric Leonard 4. _____
2. Corporal S. Z. Smith 5. _____
3. Corporal Adam Lawton 6. _____

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

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

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

Additional Comments: _____

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,197.93</u>
Budget Available:	<u>\$17,802.07</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$17,702.07</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2014

cc: Finance Director / Buyer

7-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB 18 2014

Date: February 4, 2014
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Perdido Beach Resort Orange Beach, Al.

Departure Date: February 26, 2014 Return Date: February 28, 2014

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: attend the annual Alabama Social Work conference

Traveler (s) Name: 1. Warren Brantley, Phd. 4. _____
2. Patricia Strickland 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$50.00</u>
Budget Available:	<u>\$14,950.00</u>
Current Requests:	<u>\$700.00</u>
Budget Balance:	<u>\$14,250.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2014

cc: Finance Director / Buyer

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Revised Form 6-13-2007

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB 18 2014

Date: February 4, 2014
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alexandria, VA
Departure Date: March 10, 2014 Return Date: March 10, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend interview for a director position on PRIMA'S Board

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Risk Management Fund Name: _____

Additional Comments: ***ALL EXPENSES WILL BE PAID BY PRIMA***

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,784.97</u>	
Budget Available:	<u>\$13,215.03</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$13,215.03</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2014

cc: Finance Director / Buyer

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Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: February 10, 2014
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Agenda

FEB 13 2014

Request approval to be granted for the following:

Destination: The Hotel Capstone, Tuscaloosa, AL
Departure Date: March 11, 2014 Return Date: March 12, 2014
Conference Leave (Days / Hours): 2 days / 16 hrs.
Purpose of Travel: Attend Twenty-Fourth Annual Alabama Asphalt Pavement Conference

Traveler (s) Name: 1. James M. Kelley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$90.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265
Additional Comments: Includes registration, lodging, mileage & meals

To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,500.00</u>	
Approved Requests:	<u>\$2,309.00</u>	
Budget Available:	<u>\$4,191.00</u>	
Current Requests:	<u>\$600.00</u>	
Budget Balance:	<u>\$3,591.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2014

cc: Finance Director / Buyer

7-7

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB 18 2014

Date: February 5, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: April 7, 2014 Return Date: April 11, 2014

Conference Leave (Days / Hours): 5 days

Purpose of Travel: Personal Property Appraisal Manual Classes

Traveler (s) Name: 1. Tammy Linton 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$225.00 Advance Registration Required: \$225.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$225.00 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$2,862.35</u>
Budget Available:	<u>\$27,137.65</u>
Current Requests:	<u>\$225.00</u>
Budget Balance:	<u>\$26,912.65</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/10/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

FEB 18 2014

Date: February 5, 2014
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 30, 2014 Return Date: May 2, 2014
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Real and Personal Property Calculations

Traveler (s) Name: 1. Lura Widgeon 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

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

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$2,862.35</u>	
Budget Available:	<u>\$27,137.65</u>	
Current Requests:	<u>\$425.00</u>	
Budget Balance:	<u>\$26,712.65</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/10/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB 18 2014

Date: February 6, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 401 Beacon Parkway West, Birmingham, AL 35209
Departure Date: February 28, 2014 Return Date: February 28, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend UAB Substance Abuse Programs Training

Traveler (s) Name: 1. Derrin H. McNear 4. _____
2. Shonda Williams 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$150.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,500.00</u>	
Approved Requests:	<u>\$6,420.00</u>	
Budget Available:	<u>\$6,080.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$5,930.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2014

cc: Finance Director / Buyer

7-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

FEB 18 2014

Date: February 6, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 3060 Mobile Hwy, Montgomery, AL 36108
Departure Date: March 6, 2014 Return Date: March 6, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend the Wellness Coalition

Traveler (s) Name: 1. Derrin H. McNear 4. Paul Brown
2. Shonda Williams 5.
3. Tony Ferguson 6.

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

Total (est.) Cost: \$115.00 Advance Registration Required: \$115.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments:

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$115.00 and advance registration of \$115.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,500.00</u>
Approved Requests:	<u>\$6,420.00</u>
Budget Available:	<u>\$6,080.00</u>
Current Requests:	<u>\$265.00</u>
Budget Balance:	<u>\$5,815.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2014

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

FEB 18 2014

Date: February 11, 2014
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 401 Beacon Pkway W, Birmingham, AL 35209
Departure Date: March 5, 2014 Return Date: March 5, 2014
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend The Basic Pharmacology course

Traveler (s) Name: 1. Derrin H. McNear 4. Caryn White
2. Shonda Williams 5. _____
3. Kimberly Long 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,500.00</u>
Approved Requests:	<u>\$6,420.00</u>
Budget Available:	<u>\$6,080.00</u>
Current Requests:	<u>\$365.00</u>
Budget Balance:	<u>\$5,715.00</u>

Donald L. Mims, Administrator

Reviewed by: S Thomas

Date: 2/12/2014

cc: Finance Director / Buyer

7-12

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

FEB 18 2014

Date: February 7, 2014
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: February 21, 2014 Return Date: February 21, 2014

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Cumberland Law School On Campus Interviews

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. Azzie Taylor 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Special Approval Requested

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$48,000.00</u>
Approved Requests:	<u>\$3,815.00</u>
Budget Available:	<u>\$44,185.00</u>
Current Requests:	<u>\$50.00</u>
Budget Balance:	<u>\$44,135.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/10/2014

cc: Finance Director / Buyer

7-13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 20

Agenda

FEB 18 2014

Date: February 12, 2014
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 21, 2014 Return Date: February 21, 2014
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: APJI Committee Meeting

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

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Ms Brooks would like the option of using either vehicle

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 02/18/14 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$48,000.00</u>	
Approved Requests:	<u>\$3,940.00</u>	
Budget Available:	<u>\$44,060.00</u>	
Current Requests:	<u>\$125.00</u>	
Budget Balance:	<u>\$43,935.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/12/2014

cc: Finance Director / Buyer

7-14

FEB 18 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 2/3/2014
 DATE: 2/3/2014 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Homeland ATL Grant Revenue	125-40000.44708	0	-26,000	-26,000
Homeland Grant contract services	125-52611.304	0	26,000	26,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION: Budget for Homeland Security Grants for rapid response training.

FEB 18 2014

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 2

DEPARTMENT: Information Systems REVIEWED: S. Thomas 2/11/2014
DATE: 2/11/2014 Finance Director Date
REQUESTED BY: Lou Ialacci APPROVED: Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Data Storage/Memory Units	001-51965-582	66,000	(24,375)	41,625
Professional Services	001-51965-307	55,000	(2,825)	52,175
Central Processing Units	001-51965-581	0	27,200	27,200
TOTAL		121,000	0	121,000

JUSTIFICATION:
To properly classify the purchase and cover the cost of the Call Manager servers.

[illegible]

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MONTGOMERY COUNTY COMMISSION

Purchasing Department

P.O. Box 1667

Montgomery, Alabama 36102-1667

INVITATION TO BID

Bid Date

January 31, 2014

Bid Number

52200-14B-002

Return Quotation By

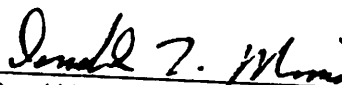
February 11, 2014

10:00 a.m. CST

MANDATORY PRE-BID MEETING

February 7, 2014 10:00 a.m. CST

Please submit a sealed price quotation on the items listed below (Note: **No Faxed Bids**). The submissions will be received at the Purchasing Department Office, 100 S. Lawrence Street until the date and time shown above and publicly opened as soon thereafter as practicable. If unable to quote, write "NO BID" and return. Complete specifications on items not fully described can be obtained on request. Brand names and catalog numbers are used to indicate levels of quality. If you are unable to furnish an item as specified and desire to furnish a substitute, give full description of the item. Final determination as to equal quality of substitution will be made by the Purchasing Agent. The Montgomery County Commission reserves the right to award this bid on an all or none, item by item basis, with or without a one year extended warranty for parts and labor, to refuse all bids and waive technicalities. A Bid Bond in the amount of five-percent (5%) over the amount of \$50,000 must accompany your bid, unless otherwise indicated. A certified check or money order will be acceptable. Note: "No Company Checks". If you have any questions regarding this bid, please contact Tammy Turner, Purchasing Department, Montgomery County Administrative Building Annex I, 100 South Lawrence Street, Montgomery, Alabama, phone number (334) 832-1603.


Donald L. Mims, Administrator/
Purchasing Agent



ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	1 Each	Garland USR Model No. M44R Packed: Master Series Heavy Duty Range, 34"W. gas. (4) 35,000 BTU two-piece Startfire burners with removable heads, standard oven with piezo ignition, one-piece drip tray, stainless steel front and sides porcelainized oven interior, 6" (152mm) chrome steel adjustable legs, 180,000 BTU, CSA, NSF or <u>Approved Equal</u> .	\$6119.61	\$6119.61
	1 each	Two year limited parts and labor warranty Covers products purchased and installed		

CS

GARLAND RANGE ALSO
INCLUDES:

- ① NATURAL GAS REGULATOR
- ② M34B6 17"SS BACKGUARD
- ③ SS MAIN BACKGUARD RISER
- ④ CASTER POSITIONING SYSTEM

- In the USA only, standard.
- 1 each Natural gas, specify elevation if over 2,000 ft.
 - 1 each ¾" Rear gas connection, including "Tee" in manifold, end cap and cover
 - 1 each Stainless Steel main back
 - 1 each Swivel Casters, with Polyurethane wheels (non-marking)
 - 1 each NOTE: Oven base ranges require either Highshelf or backguard
 - 1 each Maximum security: Stainless steel lockable Control panel cover (Padlock by Montgomery County)
 - 1 each Dormont 1675KIT48PS Safety Moveable Gas Connector Kit ¾" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, 1 SnapFast QD, 1 full port valve (2) 90 degree elbows, 1 pair Safety-Set with Adhesive foam tape and hardware mounting Options, coiled restraining cable with hardware, limited lifetime warranty

INSTALLATION IS TO BE INCLUDED IN THE
COST OF THE EQUIPMENT.

~~1. A 1 Each Extended One Year Parts and Labor Warranty~~ ~~NOT AVAILABLE~~ \$ ~~_____~~ \$ ~~_____~~

Total: \$ 6119.61

2. 1 Each

True Model No. STR2H-2S Packed:
SPEC SERIES Reach-in Heated Cabinet,
Two-section, stainless steel front and sides,
(2) stainless steel doors with locks, cam-lift
hinges, digital temperature control, stainless
steel interior, (2) interior kits, 5" castors,
3000W, 115/208-230/60/1 (requires hard wiring),
9' cord, culus, NSF, Made in USA or Approved Equal.

\$ 6397.32 \$ 6397.32

- 1 each Warranty - 3 year parts and labor.
- 1 each Left door hinged left, right door hinged right standard.
- 1 each SPECKIT3 Left section Spec Kit #3 - (6) sets of universal type tray slides Only 9 tray slides on each side. Permanently attached, not removable.
- 1 each SPECKIT3 Right section Spec Kit #3 - (6) sets of universal type tray slides Only 9 tray slides on each side. Permanently attached, not removable.
- 1 each 5" Castors, set of 4, standard

9-4

1 each Correctional Package, for two-section reach-in
Heated cabinets includes hasp(s) only.

**INSTALLATION IS TO BE INCLUDED IN THE
COST OF THE EQUIPMENT**

~~2A. 1 Each Extended One Year Parts and Labor Warranty~~ ~~NOT AVAILABLE~~ CS

Total: \$ 6397.32

CS
CORRECT MODEL #
STR2R-2S
IS WHAT WE
QUOTED,

3. 1 Each Reach-In Refrigerator, 2 sections \$ 7606.86 \$ 7606.86
True Model No. ATR2R-2S Packed:
SPEC SERIES Refrigerator, Reach-in,
Two-section, stainless steel front and sides,
(2) stainless steel doors with locks, cam-lift
Hinges, digital temperature control, stainless
Steel interior (2) interior kits, LED interior lights,
5" castors, 1/2HP, 115v/60/1, 9.1 amps, 9' cord,
NEMA 5-15P, cUL, NSF, Energy Star, Made in USA,
or Approved Equal.

1 each Warranty – 3 year parts and labor.
1 each Warranty – 5 year compressor (self contained only)
1 each Left door hinged left, right door hinged
right standard.
SPECKIT3 Left section Spec Kit #3 – (6) sets
of universal type tray slides. Only 9 tray slides per side.
Permanently attached, not removable.
1 each SPECKIT3 Right section Spec Kit #3 – (6)
sets of universal type tray slides. Only 9 tray slides per side.
Permanently attached, not removable.
1 each Correctional Package, for two-section reach-in
refrigerators and freezers, includes locking hasp(s) only.
1 each Price to include longer cord and plug than what
is provided by manufacturer to allow room for the unit
to be moved away from the wall for cleaning purposes.

**INSTALLATION IS TO BE INCLUDED IN THE
COST OF THE EQUIPMENT.**

~~3A. 1 Each Extended One Year Parts and Labor Warranty~~ ~~NOT AVAILABLE~~ CS

Total: \$ 7606.86

4. 2 Each Hot/Cold Serving Counters \$ 31630.76 \$ 31630.76
Low Model No. Custom Packed: each

Work table approx.. 15' x 24" x 36" high.
 14 gauge stainless steel top with galvanized
 Underbracing on top; stainless steel apron
 on front/side; rear open; 1 5/8" O.D. 16 ga
 stainless steel legs; 16 ga stainless steel
 undershelf notched and welded to legs. Low Temp
 QSCHPF-3 Quick Switch with three individually
 controlled, energy efficient hot/cold wells.
 Hot/Cold/Freeze - two (2)-Slimline Style, 6" Swivel Castors,
 (non-marking). Castors are to be on each leg of Hot/Cold
 Serving Counter or Approved Equal.

**INSTALLATION IS TO BE INCLUDED IN THE
 COST OF THE EQUIPMENT.**

~~4A. 2 Each Extended One Year Parts and Labor Warranty~~ (CS) NOT AVAILABLE
 \$ \$
 Total: \$ 31630.76

(CS) 5. 1 Each Conveyor \$ 20619.42 \$ 20619.42
 INCLUDES ALL Custom Model No. Conveyor Packed: each
 ITEMS PER SPEC Conveyor - Tray Make-up or Approved Equal.
 GIVEN AT PRE-
 MANUFACTURING MEETING **INSTALLATION IS TO BE INCLUDED IN THE
 COST OF THE EQUIPMENT.**

~~5A. 1 Each Extended One Year Parts and Labor Warranty~~ (CS) NOT AVAILABLE
 \$ \$
 Total: \$ 20619.42

**ALL EQUIPMENT THAT IS BEING REPLACED WILL BE USED AS A TRADE IN
 AND BE DISPOSED OF BY SUCCESSFUL VENDOR.**

(CS) OUR PRICE INCLUDES REMOVAL AND DISPOSAL
 OF EXISTING EQUIPMENT.

(CS) OUR PRICE INCLUDES STANDARD MANUFACTURER'S
 WARRANTIES ONLY.

VENDORS HAVING A PLACE OF BUSINESS WITHIN THE LEGAL BOUNDARIES OF MONTGOMERY COUNTY SHALL BE GIVEN A 3% PREFERENCE OVER VENDORS LOCATED OUTSIDE OF MONTGOMERY COUNTY LEGAL BOUNDARIES.

1. BID NO. 52200-14B-002 MUST APPEAR ON THE OUTSIDE OF THE BID ENVELOPE.
2. NO ORAL, TELEPHONIC, FACSIMILE PROPOSALS, MODIFICATIONS, OR ALTERNATE BIDS WILL BE CONSIDERED. BIDS WILL NOT BE CONSIDERED FROM FIRMS, INDIVIDUALS, OR THE SAME OWNERS OF SEPARATE COMPANIES SUBMITTING MORE THAN ONE BID.
3. THREE (3) "NO RESPONSES" TO INVITATION TO BID WILL BE REASON FOR DELETION OF FIRM'S NAME FROM THE BID LIST. ONCE DELETED FROM BID LIST, FIRM'S NAME MAY BE PLACED BACK ON THE BID LIST WITH A WRITTEN REQUEST FROM THE FIRM.
4. ALL PRICING SHALL BE F.O.B., MONTGOMERY, ALABAMA.
5. BID BOND SHALL BE ATTACHED TO THE BID FORM WHEN SUBMITTED TO THE PURCHASING OFFICE.
6. THE SUCCESSFUL BIDDER AWARDED THE CONTRACT/PURCHASE ORDER SHALL PROVIDE DOCUMENTATION TO MONTGOMERY COUNTY COMMISSION DEMONSTRATING THAT IT IS ENROLLED IN THE E-VERIFY PROGRAM. MEMORANDUM OF UNDERSTANDING WILL NEED TO BE PROVIDED BEFORE A CONTRACT/PURCHASE ORDER IS ISSUED. VERIFICATION FOR ISSUANCE OF PUBLIC BENEFITS WILL ALSO BE REQUESTED.
7. SEE ATTACHED BID PROTEST PROCEDURE.
8. IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND VENDOR.

Hawk, Inc _____

Quote F.O.B. _____ Destination _____

Company
PO Box 241247 _____

Terms of Payment: Net 10 Days _____

Mailing Address
Montgomery, AL 36124 _____

Delivery Date: Approx. 45 days from date of receipt of PO _____

City State Zip
Charlotte Strickland

Company Phone No.: 334-271-1150 _____

Official Signature
Charlotte Strickland _____

Fax No.: 334-271-4294 _____

Official Name (Type/Print
Sales Associate _____

FEDERAL I.D. # 63-0756261 _____

Title _____

E-MAIL ADDRESS: charlottestrickland@hawking.com

All interested vendors are to verify voltages, utilities, dimensions, clearances, etc., prior to bidding as no change orders will be given. It will be at the expense of the awarded vendor to make the equipment work with the existing utilities and/or make the appropriate changes to make the equipment work.

MONTGOMERY COUNTY COMMISSION RESPONSIBILITY

1. Disconnect equipment to be replaced where utilities may be reused. (See exception below). CS
2. Coordinate delivery with successful vendor. DELETED PER CONVERSATION AT PRE-MANDATORY JOBSITE MEETING
- ~~3. Provide new utilities (material and labor) within 5' of new equipment where amps have changed due to new equipment amp loads.~~
4. Renovate building structure if needed (floors, walls, paint, sheetrock, plaster, etc., - Material and labor) Coordinate with successful vendor the schedule of redelivery and install.
5. Coordinate menu changes when equipment is being changed out.

VENDOR RESPONSIBILITY

1. Coordinate date and time of delivery.
2. Provide sufficient labor to deliver the equipment as labor will not be provided by the institution.
3. Deliver equipment, uncrate, set in place, level, and make connections to make equipment a complete operating system.
4. Haul away all trash – DO NOT PLACE IN DUMPSTER.
5. Coordinate a demonstration by the rep of the manufacturer.
- ~~6. Provide extended warranties as specified.~~ NOT AVAILABLE CS
7. Stage all equipment and deliver all equipment for each location at one time.
8. MODIFY UTILITIES AS NEEDED TO MAKE UTILITY CONNECTIONS OF ALL EQUIPMENT. VENDOR SHALL VERIFY PRIOR TO BIDDING AND INCLUDE ALL MODIFICATIONS IN BID PRICE.
9. Successful Vendor will be responsible for hauling away equipment that is being replaced.

A MANDATORY PRE-BID JOBSITE INSPECTION WILL BE HELD ON February 7, 2014 at 10:00 CST AT THE MAC SIM BUTLER DETENTION FACILITY LOCATED AT 225 S. MCDONOUGH ST. ALL VENDORS ARE TO ENTER THROUGH THE FRONT ENTRANCE TO REVIEW ALL EQUIPMENT ON THE BID. ALL BIDDERS ARE REQUIRED AT THIS MEETING, OTHERWISE THEIR BID WILL NOT BE CONSIDERED.

Bid Protest Procedure
Montgomery County Commission

1. A formal written protest shall be submitted to the Administrator/Purchasing Agent within five (5) working days before the bid opening or proposal due date or within five (5) working days after award. The formal written protest may be hand delivered to the Administrator or Administrator's office of the Montgomery County Commission and/or mailed to the Administrator/Purchasing Agent by registered certified mail. The bidder and/or his authorized agent or legal representative must sign the formal written protest or it will not be accepted.
2. Failure to file the notice of protest within the time limit prescribed herein shall constitute a waiver of any protest of the bid and/or request for proposal process.
3. The formal written protest shall state with particularity the facts and law upon which the protest is based. Within 30 calendar days of receipt of the timely filed, formal written protest, the Administrator /Purchasing Agent shall issue a written decision with respect to the protest. Should the decision by the Administrator/Purchasing Agent be adverse to the bidder, the bidder may seek relief in accordance with 41-16-31 of the Code of Alabama.

OWNER/CONSULTANT AGREEMENT

This Agreement made and entered into this ____ day of _____, 2014 by and between the **County of Montgomery, Alabama** hereafter referred to as the OWNER, and **Volkert, Inc.**, hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the Owner;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I – SCOPE OF SERVICES

SECTION I – GENERAL SERVICES

The CONSULTANT shall perform certain professional and engineering services as requested by the OWNER as follows:

The CONSULTANT will provide survey, environmental, geotech, traffic signals, and roadway design services for Vaughn Road Widening and Resurfacing, from Taylor Road to Chantilly Parkway, in Montgomery County as detailed in the proposal attached hereto as Exhibit "A". CONSULTANT will provide these design services in accordance with ALDOT and ATRIP program requirements.

The CONSULTANT shall provide these bridge design services in accordance with the terms of the agreement between the CONSULTANT and the State of Alabama Department of Transportation dated June 22, 2012, attached hereto as Exhibit "B".

SECTION II – SPECIAL SERVICES

At the written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT'S own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the OWNER before the work is initiated. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.

- B. Soils and Materials Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.
- C. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, aerial photography, etc., as required and approved by the OWNER.
- D. Observation of construction by project representative as approved by the OWNER. When authorized by the OWNER, the duties, responsibilities and limitations of authority shall be included in a supplemental agreement.
- E. Assistance to the OWNER as expert witness in litigation arising from development or construction of project as determined appropriate by OWNER and CONSULTANT.
- F. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER.
- G. Preparation of pre-applications and applications for federal and/or state assistance grants for funding of projects.

ARTICLE II – GENERAL PROVISIONS

SECTION I – RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT'S use all record drawings, maps, soil data, etc. that are readily available to the OWNER, and the CONSULTANT shall have the right to rely upon the completeness and accuracy thereof.
- B. Designate a person to act with authority on OWNER'S behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

SECTION II - METHOD OF PAYMENT

The CONSULTANT agrees to provide professional services for all services included in Article I – Scope of Services and the OWNER agrees to pay the CONSULTANT as compensation for its services as specified below, plus reimbursable expenses.

OWNER shall pay CONSULTANT a lump sum amount of **Two Hundred Ninety-Four Thousand Seven Hundred Eighty Seven Dollars and no/100 (\$294,787.00)** for the satisfactory completion of the scope of work for the Vaughn Road Resurfacing as defined in Exhibit "A".

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half percent (1 ½%) per month and OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.
- B. For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein.
- C. The OWNER will pay the CONSULTANT for special services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.
- D. Reimbursable expenses are defined as follows:
 - Travel and subsistence cost, long distance telephone, printing and reproduction, computer services, application fees or deposits, and all other costs incidental to performing the assignment.
- E. The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.
- F. Payment shall be made payable to Volkert, Inc. and submitted to the following address: **Dept. #2042, Volkert, Inc., P.O. Box 11407, Birmingham, AL 35246-2042.**

SECTION III – MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously

accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.

- B. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section B. as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the project which is the subject of this Agreement is not advised and shall be done without warranty, representation, or liability to any extent whatsoever on the part of CONSULTANT. OWNER shall defend, indemnify, save and hold harmless CONSULTANT, its officers, directors, employees, agents, successors, and assigns against any and all liability for any and all claims, demands, fines, fees, damages, actions, causes of action, lawsuits, expenses (including attorneys' fees), mediations, and arbitrations arising out of, resulting from, or relating in any way to the OWNER'S use of such Documents.
- C. Exclusivity of Remedies: To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional associates and consultants, and of any of them, to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to CONSULTANT'S services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract by CONSULTANT or CONSULTANT'S officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall be limited to and shall not exceed the total compensation received by CONSULTANT under this agreement.

D. Indemnification: To the fullest extent permitted by law, and up to the limits of the exclusivity of remedies provision, *supra*, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional services hereunder. In any matters involving allegations of negligent performance of professional services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision (which are expressly disclaimed) shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.

E. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Liability	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily injury \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

F. Termination: In the event of failure by the CONSULTANT to fulfill in timely and proper manner CONSULTANT'S obligations under this contract, or if the CONSULTANT violates any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by written notice to the CONSULTANT of such termination, specifying the effective date thereof at least five days before the effective date of such termination and make settlement with CONSULTANT upon an equitable basis for services performed up to the time of termination.

G. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of eighteen (18) months from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

H. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

- I. Dispute Resolution: If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Should mediation fail to resolve the dispute, the parties shall engage in arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise, before recourse to litigation. Arbitration is a condition precedent to litigation. Only after the parties have exhausted direct discussions, mediation, AND arbitration in accordance with the foregoing shall either of them be entitled to initiate litigation. Should either party initiate litigation prior to engaging in direct discussions, good

faith mediation, and arbitration, it shall pay all attorneys' fees and expenses and other costs incurred by the other party in responding to said litigation. Any provisions herein to the contrary notwithstanding, OWNER and CONSULTANT hereby agree that any disputes between them will be tried to the Bench and not to a jury, and each of them willfully and voluntarily waives its right to trial by jury for any dispute arising out of this Agreement. Any litigation as described above shall be brought in the Circuit Court of Montgomery County, Alabama.

- J. Right of Entry: OWNER shall furnish right-of-way on the property for CONSULTANT to perform undisturbed the Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional costs in accordance with the fee schedule referenced herein.
- K. Standard of Care: CONSULTANT shall endeavor to perform its services hereunder consistent with the professional skill and care ordinarily exercised under similar conditions by similarly situated professional consultants practicing in the same field at the same time in the same or similar locality. No warranty, express or implied, is made or intended related to the services provided herein, and CONSULTANT guarantees no particular result.
- L. Disclaimer of Third-Party Benefits: OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.
- M. Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither OWNER nor CONSULTANT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected

in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both OWNER and CONSULTANT shall require similar waivers of consequential damages protecting all of the entities and persons named herein in all contracts and subcontracts with others involved in this Project.

- N. Jurisdiction/Venue: It is expressly agreed and stipulated between the parties that this contract shall be deemed to have been executed in the State of Alabama where the principal office of Volkert, Inc. is located. This contract shall be governed by the laws of the State of Alabama. The Circuit or District Court of the Thirteenth Judicial Circuit of Alabama, Mobile County, Alabama, shall have jurisdiction over any dispute which arises under this contract, and each of the parties shall submit and hereby consents to the jurisdiction of either such court.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

MONTGOMERY COUNTY

County Administrator

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

ATTEST:

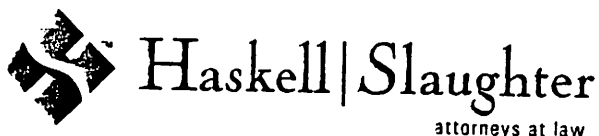
VOLKERT, INC.

Name: Cornelia Sanders

Title: Project Manager

Name: Michael B. Harper, P. E.

Title: Vice President



MONTGOMERY OFFICE

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www.hsy.com

M E M O R A N D U M

February 11, 2014

TIG

TO: Donnie Mims

FROM: Tommy Gallion

RE: Preliminary Engineering Agreement with Volkert, Inc. re Resurfacing Vaughn Rd.
from SR-271 (Taylor Rd.) to SR-110 (Chantilly Parkway)

I have reviewed your email and memorandum of February 7, 2014 and the Preliminary Engineering Agreement regarding the resurfacing of Vaughn Road from SR-271 (Taylor Road) to SR-110 (Chantilly Parkway) between Volkert, Inc. and Montgomery County Commission.

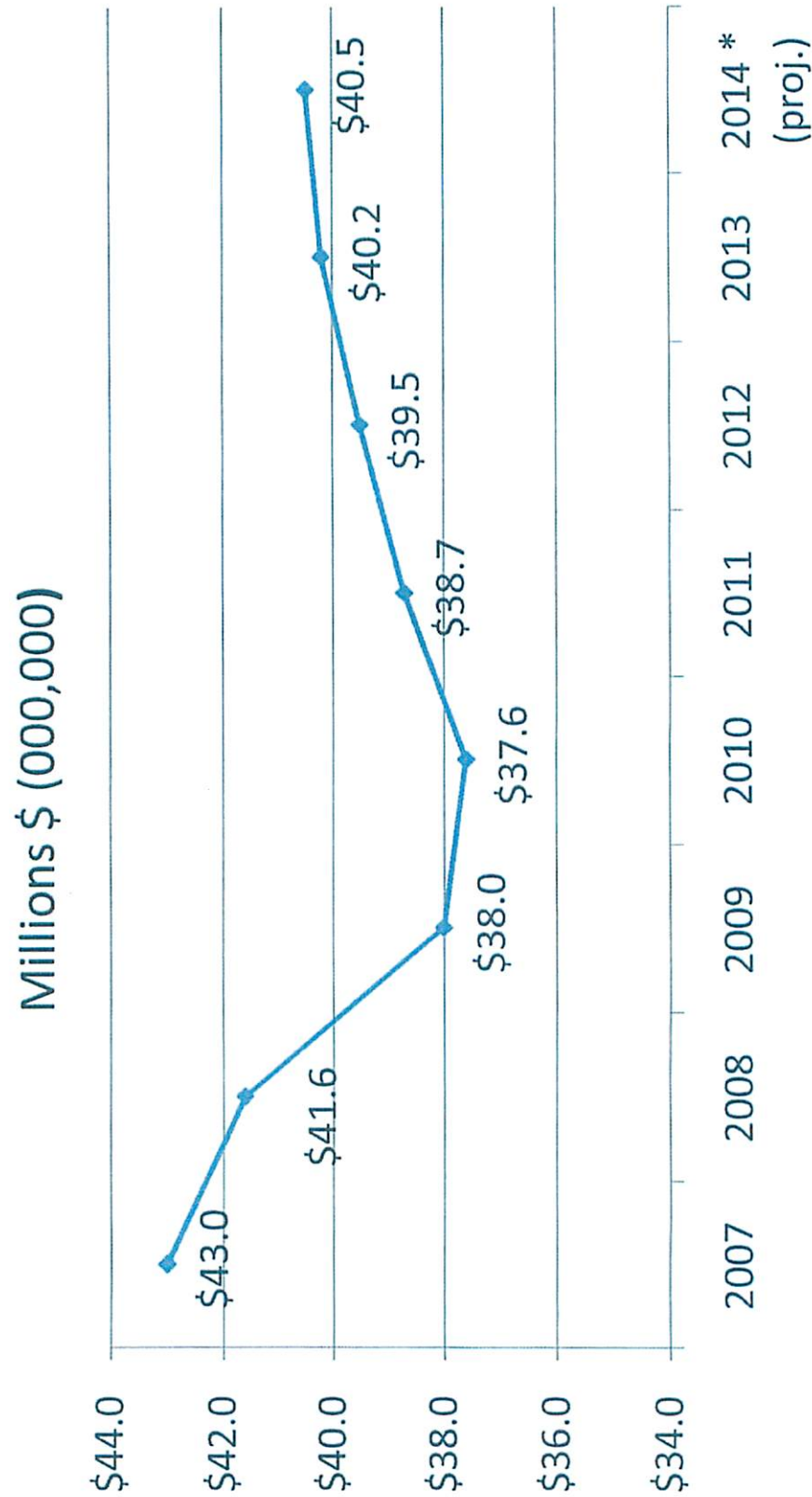
We need to insert the following in Paragraph I:

“Any litigation as described above shall be brought in the Circuit Court of Montgomery County, Alabama.”

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

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Montgomery County Commission Annual 1.5% Sales Tax Collections as of 1/31/14

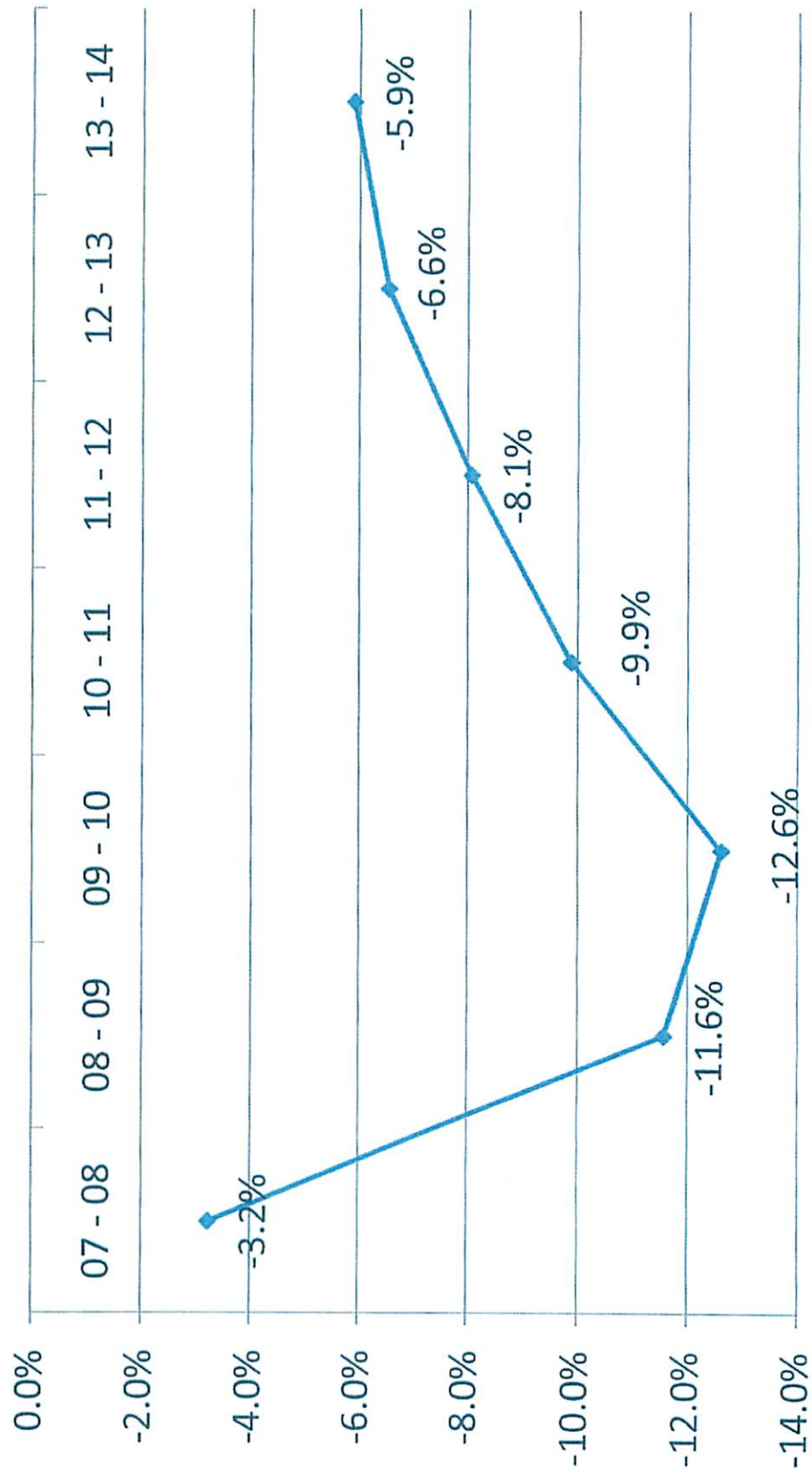


* - 2014 projection based on last four months of FY2014 and last 8 months of FY2013

Montgomery County Commission

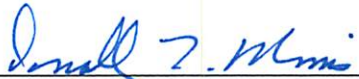
Annual 1.5% Sales Tax Collections as of 1/31/14

Comparison % Increase / Decrease - 2007 Base Year

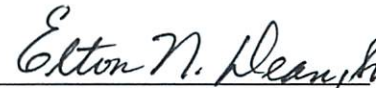


ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 10, 2014, at 8:00 in the morning.



Administrator



Chairman