

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 4, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:06 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. Chairman Dean and Commissioners Ingram, Williams and Polizos were present. Administrator Mims noted that Vice Chairman Harris called and stated that he would be late due to traffic.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims noted that Schneider Electric has requested to delay their meeting with the County Commission until November 18, 2013, at which time they will brief the Commission regarding proposed modifications to the Youth Facility Energy Renovation Contract.

Administrator Mims informed the Commission that Mayor Todd Strange is still working on documents relative to the lease which was discussed in Executive Session at the last Commission meeting. He stated that these items would be placed on the next agenda.

Administrator Mims informed the Commission that Dr. Winston Pirtle has requested permission to remove materials from the home, which is located on the property he is proposing to sell to the County. He stated that Dr. Pirtle would remove the materials prior to the County Commission's approval of a revised Purchase and Sale Agreement for the 1.5 acres. There was no objection by the Commission.

Administrator Mims briefed the Commission regarding items on the agenda.

Administrator Mims noted that the Governor has authorized the closing of state offices on Friday, November 29, 2013 and Tuesday, December 24, 2013.

Administrator Mims presented a Cooperative Agreement for the FY 2013 State Homeland Security Grant Program, Grant Number 3FIL HazMat 7/Heavy Rescue 7 for the Sheriff's Office. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Vice Chairman Harris arrived to the meeting.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer discussed approval of revisions to the Montgomery County Management Procedures Manual, Chapters 1 through 6, which was on the agenda. Mr. Kramer noted that these revisions included policies that have been approved by the Commission in the past. After discussion, the Commission agreed to carry this item over to the next agenda.

Mr. Kramer informed the Commission that he would be making a presentation during the Formal Session regarding the United Way Campaign.

Mr. Kramer briefed the Commission regarding payment of his 2014 Membership Dues to the Public Risk Management Association (PRIMA). He stated that should he become a Board Member, the cost of travel would be absorbed by the Association. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY CHIEF PROBATE CLERK WILLIAM FLOWERS

Chief Probate Clerk Williams Flowers briefed the Commission regarding Budget Change Request Number 1 for Probate Judge's Office (Elections) and Budget Change Request Number 2 for Probate Judge's Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a schedule showing Probate tag mailing charges for 1996 – 1999 and County Commission Minutes from November 23, 1998, in which the Commission approved removal of renewal mail fees. The Commission requested that Mr. Flowers meet with them at the next meeting to discuss these fees further.

PRESENTATION BY ADMINISTRATIVE ASSISTANT RHONDA CAPE WITH THE DISTRICT ATTORNEY'S OFFICE

Administrative Assistant Rhonda Cape with the District Attorney's Office briefed the Commission regarding a Position Fill Request for an Investigator II for the Worthless Check Unit. Ms. Cape noted that there was no cost to the County for the position. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Verizon Appendix for an Enterprise Messaging Plan. He stated that there was no cost for this Plan because it is for public safety purposes. After discussion, the Commission agreed to waive rules and add this item to the agenda, subject to review by County Attorney.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Performance Evaluation of the County Administrator and annual merit increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13, effective September 14, 2013. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY PURCHASING MANAGER PAT SILAS

Purchasing Manager Pat Silas briefed the Commission regarding a Global Financial Services Agreement with Pitney Bowes for the lease of a mailing system. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Bid Award for catering of food trays, Bid No. 51988-13B-032. He stated that the food trays would be for Probate Elections training and County Commission meetings. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bid Award for the employee luncheon, Bid No. 51100-13B-035. He stated that this bid would be for the Employee Christmas Luncheon and the Community Center luncheons. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of 2013-2014 Membership Dues to Leadership Alabama for Chairman Elton N. Dean, Sr. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of 2013-2014 Membership Dues to Alabama Association of 9-1-1 Districts (AAND) for Rural Addressing Coordinator Jane Reed. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims requested to recognize and deny a claim filed by Willie Mack. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding Bank Depositories for the remainder of 2013 and the 2014 Calendar Year. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY PERSONNEL DIRECTOR BARBARA M. MONTOYA

Personnel Director Barbara M. Montoya briefed the Commission regarding an updated job description for the Deputy Administrator's position. She stated that once Administrator Mims completes the Job Analysis Questionnaire for this position, Personnel will finalize the job description. After discussion, the Commission agreed to waive rules and add this item to the

agenda with the provision that the wording “such as management information systems” be included in the job description.

Ms. Montoya briefed the Commission regarding modifications to the Personnel Department’s organizational structure. She requested the abolishment of the Personnel Analyst I, II, and III classifications. Ms. Montoya requested the establishment of a Personnel Analyst classification (CO0187), Pay Grade A09 and a Senior Personnel Analyst classification (CO0188), Pay Grade A12. After discussion, the Commission agreed to place these items on the next agenda.

Ms. Montoya briefed the Commission regarding a proposal from JobAps, Inc., regarding the online employment system. Administrator Mims noted that this item is a budget issue. After discussion, the Commission agreed to move forward with the proposal.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake recommended approval of an agreement with the Alabama Department of Transportation by which the County agrees to accept for maintenance remnants of U.S. 331 at AL 94, Union Academy Ada Road, and Smiley Ferry Road near Ada, and ALDOT agrees to assist the County with maintenance of the traffic signal at the intersection of Pike Road and Vaughn Road. This item was on the agenda.

Also, Mr. Speake briefed the Commission regarding three Road Maintenance Supervisor Positions that will soon become vacant due to anticipated employee retirements at the District 1 and District 3 Maintenance facilities. After discussion, the Commission agreed to place the these items on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to Royal Ambassadors Med Inc., for Youth-n-Action programs.

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

Commissioner Williams requested a \$2,500 miscellaneous appropriation from his account to Life Time Resolutions, LLC, for Holistic Center for Women.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to BOE, Southlawn Elementary School, for 6th Grade expenses.

Vice Chairman Harris requested a \$500 miscellaneous appropriation from his account to Empowering Communities Helping Ourselves (ECHO) for program services.

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

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 led by Chief Deputy Derrick Cunningham, at the request of Commissioner Williams.

The Pledge of Allegiance was led by Chairman Dean.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Polizos, and Williams. Also present was Attorney McDowell Crook, Jr., representing County Attorney Thomas T. Gallion, III, and County Engineer George C. Speake.

Mr. Ingram made a motion to approve the Minutes of the Regular Meeting of October 21, 2013. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

PRESENTATIONS

PRESENTATION BY POARCH BAND OF CREEK INDIANS

Robert McGhee, Governmental Relations Advisor of the Tribal Council Poarch Band of Creek Indians, thanked the Commission for inviting him to attend today's meeting. He informed them that the Tribal Campaign, which helped to fund the Elmore County and Montgomery County Commissions, started last year and he hopes to continue a yearly contribution of \$100,000. He further noted that last year the funds were not disbursed to the County Commission, so he presented the Commission with a check for \$200,000 which covers their donations for 2012 and 2013. He also informed them that the Council will go through the appropriation budgets within the next few months for next year's budget. He told the Commission that the Council is here to be better partners in the future and added that if they needed anything or had questions, that they could reach out to the Council.

PRESENTATION BY RISK MANAGER SCOTT KRAMER REGARDING UNITED WAY CAMPAIGN

Risk Manager Scott Kramer announced the United Way Campaign Kick-Off starts this month and added that the Montgomery County Commission has been a good supporter to United Way. He asked the department heads to take a bag of pledge forms, which are located at the back of the chambers. He then showed the United Way annual video. After the video he introduced River Region United Way President and CEO Russ Dunman and United Way volunteer Trip Strickland, with the Starke Agency. Mr. Kramer informed everyone that he and Mr. Strickland will be coordinating the campaign together. Mr. Dunman thanked the Commission for allowing

him a few minutes to show the video that touches many people. He stated that United Way is half way through their campaign and has received 59% of their goal. He urged everyone to keep the enthusiasm moving forward. He added that United Way has helped over 144,000 lives in the River Region, utilizing more than 40 agencies. Mr. Dunman stated that his son has been helped through United Way and because of that, his son is a productive citizen. He thanked the Commission and expressed his appreciation for what they do for United Way and the community. Chairman Dean expressed his appreciation for what United Way does and added that he anticipates the county employees to do 100% and continue to do what we can do.

CONSENT AGENDA

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

Mr. Polizos 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 7, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE COUNTY’S THANKSGIVING HOLIDAY OBSERVANCE ON FRIDAY, NOVEMBER 29, 2013

The Administrator presented the following memorandum and resolution:

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution regarding Thanksgiving Holiday 2013

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Friday, November 29, 2013, in observance of Thanksgiving.

I am requesting approval of this item.

Attachment

End of Memorandum

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 29, 2013, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 29, 2013.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 4th day of November, 2013.

ATTEST:

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

Donald L. Mims, Administrator

End of Resolution

Vice Chairman Harris made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

COUNTY COMMISSION – ADOPTED RESOLUTION AUTHORIZING THE COUNTY’S
CHRISTMAS HOLIDAY OBSERVANCE ON TUESDAY, DECEMBER 24, 2013

The Administrator presented the following memorandum and resolution:

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Resolution regarding Christmas Holiday 2013

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Tuesday, December 24, 2013, contingent on the Governor authorizing the closing of state offices in observance of Christmas.

I am requesting approval of this item.

Attachment

End of Memorandum

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Tuesday, December 24, 2013, to allow county employees to spend time with their families;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Tuesday, December 24, 2013, contingent on the Governor authorizing the closing of state offices.

I hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 4th day of November, 2013.

ATTEST:

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

Donald L. Mims, Administrator

End of Resolution

Mr. Williams made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

COMMUNITY CORRECTIONS – APPROVED PROFESSIONAL SERVICES CONTRACTS
FOR THE 2013-2014 E.V.E.N. PROGRAM PROVIDERS

The Administrator presented the following memorandum from Executive Director of Community Corrections Paul Brown:

MEMORANDUM

DATE: October 29, 2013

TO: Donnie Mims – County Administrator

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Commission Agenda Item - Consider Reissuing Annual Professional Services
Contracts for E.V.E.N. Providers

Mr. Mims:

On Monday, October 21, 2013. I briefed the Commission on proposed new contracts for Professional Services for each of the six incumbent E.V.E.N. Program facilitators. The present E.V.E.N. providers for which contract renewals are being requested are: Beryl Sabb, Curtis Gage, Clifton Lovejoy, Mary Reeves, Derrick Sanders and Joan Williams, Ph.D. The proposed contracts are for one year commencing the beginning of the 2013-2014 fiscal year and are exactly the same in every respect to the contracts which have been previously vetted and approved by the County Attorney. There are no recommended increases in the hourly compensation amounts to be paid to these contract providers. The cost to fund these providers is included in the Community Corrections annual budget (Contract Services line item) and the fees charged to the E.V.E.N. clients are deposited into the general fund to offset this expense.

The MCCPCA Board met on October 8, 2013 and unanimously approved the renewal of each of the E.V.E.N. provider's professional services contracts for the present fiscal year. I understand that the Commission approved placing the proposed E.V.E.N. Professional Services Contracts on the upcoming Agenda for consideration. I am therefore requesting that the proposed E.V.E.N. Professional Services Contracts be placed on the next Commission Agenda for consideration and approval.

Respectfully submitted,

/s/ Paul H. Brown – Executive Director

End of Memorandum

Mr. Ingram made a motion to approve the Professional Services Contracts. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Professional Services Contract, Agenda Pages 3-1 through 3-4, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED RENEWAL OF PROFESSIONAL SERVICES CONTRACT WITH MELVA TURNER D/B/A POSITIVE CHANGES, LLC, REGARDING SUBSTANCE ABUSE ASSESSMENT SERVICES FOR DRUG COURT APPLICANTS

The Administrator presented the following memorandum from Executive Director of Community Corrections Paul Brown:

MEMORANDUM

DATE: October 29, 2013

TO: Donnie Mims – County Administrator

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Commission Agenda Item – Consider Reissuing Annual Professional Services Contracts for Drug Court Assessments

Mr. Mims:

On Monday, October 21, 2013, I briefed the Commission on a proposed renewal of a contract for Professional Services for Drug Court Assessments to be provided by Melva Turner, Ph.D. (dba: Positive Changes, LLC). The proposed contract is for a period of one year commencing the beginning of the 2013-2014 fiscal year and is exactly the same in every respect to the contract which has been previously vetted and approved by the County Attorney. There is no cost to the County Commission or Community Corrections associated with this contract as all fees are paid by the Drug Court applicant. The feedback received from the Court and the Drug Court Coordinator is positive as it pertains to the services provided by Dr. Turner and it should be noted that Dr. Turner has donated many hours of her personal time in support of the Drug Court over the past few years.

The MCCPCA Board met on October 8, 2013 and unanimously approved the renewal of the professional services contract for Dr. Turner for the present fiscal year. I understand that the Commission approved placing the proposed contract renewal on the upcoming Agenda for approval. I am therefore requesting that the proposed Drug Court Assessment Contract renewal be placed on the next Commission Agenda for consideration and approval.

Respectfully submitted,

/s/ Paul H. Brown – Executive Director

End of Memorandum

Mr. Polizos made a motion to approve the Professional Services Contract. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Professional Services Contract, Agenda Pages 4-2 through 4-5, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT WITH JMR&H ARCHITECTURE, PC, REGARDING ALTERATIONS TO THE THIRD FLOOR OF ANNEX III, SUBJECT TO REVIEW BY THE COUNTY ATTORNEY

The Administrator presented the following memorandum:

October 31, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Agreement with JMR+H Architecture, PC regarding Alterations to Third Floor Annex Three

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda an Agreement with JMR+H Architecture, PC regarding Alterations to the Third Floor of Annex Three.

I am requesting approval of this item, subject to review by the County Attorney.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request, subject to review by the County Attorney. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 5-2 through 5-25, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED MAINTENANCE AGREEMENT BY RESOLUTION WITH THE ALABAMA DEPARTMENT OF TRANSPORTATION IN WHICH MONTGOMERY COUNTY AGREES TO ASSUME MAINTENANCE OF OLD US 331 AND A RELOCATED PORTION OF SMILEY FERRY ROAD IN ADA, AND ALDOT AGREES TO PERFORM MAINTENANCE ON THE TRAFFIC CONTROL SIGNAL AT THE PIKE/VAUGHN ROAD INTERSECTION

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

October 16, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

SUBJECT: Approval of Maintenance Agreement by Resolution Between the Alabama Department of Transportation and Montgomery County

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of the attached Maintenance Agreement by Resolution as referenced above. As part of the agreement, Montgomery County agrees to assume maintenance of Old US 331 and a relocated portion of Smiley Ferry Road in Ada, as shown in Exhibit “A”. In return, ALDOT agrees to perform maintenance on the traffic control signal at the Pike/Vaughn Road intersection, as shown in Exhibit “B”, and charge all costs associated with this work to the County’s SWA account with ALDOT.

If approved, please have two copies with original signatures executed and returned to this office for further processing.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Maintenance Agreement by Resolution, and Maps, Agenda Pages 6-2 through 6-7, are attached to these Minutes.)

TAX & AUDIT DEPARTMENT – APPROVED RENEWAL OF AGREEMENT WITH PRA GOVERNMENT SERVICES, LLC D/B/A REVENUE DISCOVERY SYSTEMS (RDS) TO PROVIDE EXTERNAL AUDIT SERVICES

The Administrator presented the following memorandum:

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Renewal of External Audit Services Agreement

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda a Renewal of Agreement with PRA Government Services, LLC d/b/a Revenue Discovery Systems (RDS) to provide external audit services.

I am requesting approval of this item.

Attachment

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. (Copies of Memorandum and Agreement, Emails, and 2012 Agreement, Agenda Pages 7-2 through 7-12, are attached to these Minutes.)

COUNTY COMMISSION – CARRIED OVER CONSIDERATION OF REVISIONS TO MONTGOMERY COUNTY MANAGEMENT PROCEDURES MANUAL, CHAPTERS 1 THROUGH 6

The Administrator presented the following memorandum from Risk Manager Scott Kramer:

October 30, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: Management Procedures Manual

On September 16, 2013, I presented an updated version of Chapters 1 – 6 of the Management Procedures Manual. Specifically, these chapters include the following subjects:

1. Administration
2. Office of County Commission
3. Finance
4. Budget
5. Information Systems
6. Support Services

A continued discussion was recommended at the October 21, 2013 Commission meeting. It is my intent for the Commission to consider approval of these revisions on the next agenda.

End of Memorandum

Mr. Ingram made a motion to a carryover consideration of revisions to Montgomery County Management Procedures Manual, Chapters 1 through 6. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED PAYMENT OF 2014 MEMBERSHIP DUES TO THE NATIONAL ASSOCIATION OF COUNTIES (NACO)

The Administrator presented the following memorandum:
October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Payment of 2014 Membership Dues to the National Association of Counties (NACo)

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place the 2014 Membership Dues to the National Association of Counties (NACo) on the next agenda. These dues decreased 3% from last year.

I am requesting approval of this item.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 9-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

November 4, 2013

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:

- ** NC-2014-37: Rescind Appropriation to Montgomery County Sheriff's Office, for Overtime - \$1,500; (Ingram)
- C-2014-25: Manhood Inc., for Equipment for the Montgomery Falcons Pee Wee Football Team - \$1,000; (Harris)
- C-2014-26: Royal Ambassadors Med Inc., for Youth-n-Action Programs - \$500; (Harris)
- C-2014-27: Kappa Alpha Psi Guide Right Foundation of Montgomery, Inc., for Guide Right Programs for Elementary, Middle, and Senior High School Students - \$3,000; (Harris)
- C-2014-28: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - \$1,500; (Polizos)
- C-2014-29: Cancer Wellness Foundation of Central Alabama, for Social Services Program to Provide Transportation - \$500; (Polizos-\$500)
- C-2014-30: Central Alabama Aging Consortium, for Operating Senior Centers in Mt. Meigs, Antioch, Dublin, Snowdown, and True Devine - \$1,500; (Polizos)

- C-2014-31: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged School Children and Twenty Montgomery Area Outreach Organizations to the Production of “Celebration of the Season”, Also to Fund a Teacher Workbook Preparing Each Student for the Performances - \$2,500; (Polizos)
- NC-2014-39: City of Montgomery, to be used by BONDS to Support the Rosewood Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,200; (Williams)
- NC-2014-40: City of Montgomery, to be used by BONDS to Support the Neighbors Helping Neighbors Community Watch Association, for the “National “Night Out” Event - \$200; (Williams)
- NC-2014-41: BOE, Brewbaker Technology Magnet High School, for Athletics Program - \$500; (Williams)
- NC-2014-42: BOE, Lanier High School, for Athletics Program - \$500; (Williams)
- NC-2014-43: BOE, Brewbaker Technology Magnet High School, for Principal’s Discretionary Fund, for Robotic Program - \$1,000; (Ingram-\$500 and Polizos-\$500)

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-2014-26: Royal Ambassadors Med Inc., for Youth-n-Action Programs - \$500; (Harris)
- NOTE: Commissioner Williams requested to add \$500 of his discretionary money, for a total of \$1,000 appropriated to Royal Ambassadors Med Inc., for Youth-n-Action Programs
- NC-2014-42: BOE, Lanier High School, for Athletics Program - \$500; (Williams)
- NOTE: Commissioner Williams requested to add \$1,000 of his discretionary money, for a total of \$1,500 appropriated to BOE, Lanier High School, for Athletics Program
- C-2014-32: Empowering Communities Helping Ourselves (ECHO), for Program Services - \$500; (Harris)

C-2014-33: Lifetime Resolutions II, Inc., for Holistic Center for Women, for Program for Youth and Their Mothers Who Need Treatment for Substance Abuse and Mental Illnesses - \$2,500; (Williams)

NC-2014-44: BOE, Southlawn Elementary School, for 6th Grade Expenses - \$500; (Williams)

****Rescind**

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

COUNTY COMMISSION – APPROVED FINAL PAYMENT TO CANNDAUSON CONSTRUCTION, INC., REGARDING EXTERIOR WEATHERIZATION FOR ANNEX I

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: October 17, 2013

SUBJECT: PH&J Project #0818-GVG – Exterior Weatherization for Annex I

Request approval of final payment in the amount of \$23,479.65, to CannDauSon Construction, Inc., on the above referenced project, be placed on a future County Commission agenda.

Coordination of final payment made with Mr. Patrick T. Addison, AIA of PH&J Architects, Inc.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter, Contractor's Summary, and Spreadsheet, Agenda Pages 11-2 through 11-6, are attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 5

The Administrator requested approval of budget change request number 5, County Commission Appropriations.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 12-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED POSITION FILL REQUEST FOR DEPUTY ADMINISTRATOR, POSITION NUMBER 200164010

The Administrator presented the following memorandum:

October 28, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Deputy Administrator

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place a Position Fill Request for Deputy Administrator on the November 4, 2013 agenda.

I am requesting approval of this item.

Attachments

End of Memorandum

Mr. Ingram 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 13-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (3)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Youth Facility	Request Number 4
2. Risk Management	Request Numbers 1 and 2

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 14-1 through 14-3, are attached to these Minutes.)

OLD BUSINESS

COUNTY COMMISSION – APPROVED AUTHORIZATION OF AN INCREASED ANNUAL CAP FOR THE TOURISM DEVELOPMENT APPROPRIATION TO THE MONTGOMERY AREA CHAMBER OF COMMERCE

The Administrator presented the following memorandum:

October 31, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
 County Administrator

SUBJECT: Authorization of an Increased Annual Cap for Tourism Development to the
 Montgomery Area Chamber of Commerce

The Montgomery County Commission, at its meeting on October 21, 2013, agreed to place on the next agenda an authorization of an increased annual cap for the tourism development appropriation to the Montgomery Area Chamber of Commerce. The Chamber is to receive 22% of the lodging tax collected per month, with a new cap of \$420,000 per year, beginning February 1, 2014, and ending January 31, 2015 or when the cap is reached.

I am requesting approval of this item.

End of Memorandum

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

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 (2)

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

DEPARTMENT

1. Probate Judge's Office (Elections)
2. Probate Judge's Office

BUDGET CHANGE REQUESTS

- Request Number 1
Request Number 2

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED VERIZON APPENDIX FOR ENTERPRISE MESSAGING PLAN, SUBJECT TO REVIEW BY COUNTY ATTORNEY

The Administrator presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims
From: Lou Ialacci
CC: Sheriff D.T. Marshall, Pat Silas
Date: October 28, 2013
Re: Verizon Appendix for Enterprise Messaging Plan

Attached is a memo from the Sheriff and an Appendix to our standard Verizon Federal blanket purchasing agreement, which was approved by the Commission in its August 19, 2013 meeting. I have also included additional correspondence (attachment A 1 & 2) that clarifies a point in the document about who the County can send messages to as part of the agreement.

This is a no charge for this service that is offered by Verizon to only special organizations like its Public Safety customers to assist them with fast emergency notification to individuals and groups using text messaging. The service will be managed by the Sheriff's Office and is intended as a public service for any type of critical alert.

The original contract has one statement that indicates the service is "only for Verizon subscribers". This condition is being removed in a rewrite of their agreement. Verizon management understands the importance of notifying as many people as possible in critical situations and has provided statements that authorize our Sheriff's Office to send notices to other carriers' customers.

The Sheriff and I recommend that the County Attorney review the current agreement (with the added documents) and with the attorney's concurrence the Commission waive rules and approve

the agreement to allow the Sheriff's Office and the Information Systems department to begin implementing this important public service immediately.

Thank you. I very much appreciate the Commission's support.

End of Memorandum

Mr. Ingram made a motion to approve the Verizon Appendix for Enterprise Messaging Plan, subject to review by the County Attorney. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum, Letter, Appendix A, and Emails, Agenda Pages 17-2 through 17-10, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED JOB DESCRIPTION FOR DEPUTY ADMINISTRATOR

The Administrator presented the following memorandum:

October 29, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Job Description for Deputy Administrator

During the October 21, 2013 meeting, the Commission agreed to place a Position Fill Request for the Deputy Administrator position on Monday's agenda. The job description was contained in your last briefing packet and no action was taken regarding its approval.

I am requesting that we waive rules and approve the job description at Monday's County Commission meeting. Personnel Director Barbara Montoya will be at the meeting to discuss the job description.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request with a change to include the strike-through on page two of the job description which states "such as management information systems". The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Job Description, Agenda Pages 18-2 through 18-6, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PERFORMANCE EVALUATION OF COUNTY ADMINISTRATOR AND ANNUAL MERIT INCREASE FROM PAY GRADE A16, STEP 12 TO PAY GRADE A16, STEP 13, EFFECTIVE SEPTEMBER 14, 2013

The Administrator presented the following memorandum:

October 30, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Performance Evaluation of County Administrator

The County Commission has received the Performance Evaluation (Consolidated Report) for County Administrator.

Based upon this evaluation, the County Administrator should receive an annual merit increase from Pay Grade A16, Step 12 to Pay Grade A16, Step 13, effective September 14, 2013.

I am requesting that the Commission waive rules and approve the Performance Evaluation and the merit increase.

Should you have any questions, please contact me.

Attachments

End of Memorandum

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

SHERIFF'S OFFICE – APPROVED COOPERATIVE AGREEMENT FOR THE FY 2013 STATE HOMELAND SECURITY GRANT PROGRAM, GRANT NUMBER 3FIL HAZMAT 7/HEAVY RESCUE 7

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham:

October 29, 2013

MEMORANDUM

TO: Mr. Donnie Mims, County Administrator

FROM: Chief Deputy Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Homeland Security Grant, Grant #3FIL

I am requesting that the County Commission waive rules and approve the FY2013 Homeland Security Grant #3FIL at the next Commission meeting.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Cooperative Agreement, Agenda Pages 20-2 through 20-12, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED EARLY POSITION FILL REQUEST FOR AN INVESTIGATOR II FOR THE WORTHLESS CHECK UNIT, POSITION NUMBER 430002002

The Administrator presented the following letter from Administrative Assistant to the District Attorney Rhonda B. Cape:

October 31, 2013

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

RE: Position Fill Request

Dear Chairman Dean:

Attached is an early position fill request for an Investigator II for our Worthless Check Unit.

This position is responsible for directing the daily operations of the Worthless Check Unit in addition to investigative duties. We are requesting an early position fill to ensure a smooth transition for when the current Investigator II retires in January.

This position is paid by the Worthless Check Unit and is no cost to the County Commission.

We ask the Commission to waive rules at the November 4 meeting and approve this request. I will be available to discuss this with the Commission.

Thank you for your help in this matter.

Sincerely,

/s/ Rhonda B. Cape
Administrative Assistant

cc: Donnie Mims, County Administrator

End of Letter

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 21-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram told the audience good morning and stated that it is good to see Richard Worthington in the audience. Mr. Worthington stated that he worked for the county for 40 years. Commissioner Ingram said that it was good to see everyone, wished the audience a good week and said that he hopes they enjoy this good weather. He added that he is excited about what is going on in Montgomery County.

Commissioner Williams told the audience good morning and that it is good to be here and see everyone. He told Mr. Worthington that it was also good to see him. Mr. Worthington said that the roads look good. Commissioner Williams told everyone to have a good week.

Commissioner Polizos told the audience good morning. He said that is good to see what Scott Kramer is doing with United Way and wished him luck.

Chairman Dean expressed his appreciation for the department heads and stated that we all work as a team. He stated that Montgomery is the best county in the state and that the Commission is concerned about who they represent. He told Richard Worthington that he was glad to see him.

Vice Chairman Harris said good morning and welcomed everyone to today's meeting. He expressed his appreciation to the Poarch Creek Indians for their contributions to the Commission, adding that it is a good example of corporate citizenship. He commended Mr. Kramer and United Way for their work in the community and noted that the work United Way does is very important. He stated that at some point you and someone you know will be touched by United Way. He informed the audience that he went to see the Alabama State University/ University of Kentucky football game. He said that Alabama State University was one touchdown and 10 penalties away from being respectable. He explained that the University of Kentucky has 85 athletic scholarships and Alabama State University has 63. He told everyone to have a good week.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION BY THE COMMISSION

Chairman Dean inquired as to whether the Commission approved a \$3,000 Budget Change Request to The Lacey-Boyd New Year's Day Parade. Administrator Mims responded that he had no record of this request from the Commission. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COMMUNITY DEVELOPMENT DIRECTOR SARA BYARD WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Community Development Director Sara Byard with Central Alabama Regional Planning and Development Commission updated the Commission regarding the Lagos Del Sol Neighborhood. She noted that Administrator Mims and the Health Department visited the neighborhood. Administrator Mims presented an email from Vice President Lee Underwood with the Lagos Del Sol Neighborhood Association in which he listed their concerns. Administrator Mims stated that Mr. Underwood would be speaking to residents about doing a quick claim deed. Ms. Byard stated that it would be difficult to determine the cost of the project because CARPDC usually received 10% of the project cost to cover administration of the grant. Administrator Mims stated that Executive Director Greg Clark has recommended the best method to determine the cost would be the establishment of an hourly rate of \$36.05. After discussion, the Commission agreed to set up another meeting with the City of Montgomery to discuss the issue.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY AND CHIEF APPRAISER CLAY HENLEY

Revenue Commissioner Janet Buskey briefed the Commission regarding a Discovery of Non-Filing Businesses Contract Addendum with Tax Management Associates, Inc. After discussion, the Commission agreed to place this item on the next agenda.

Ms. Buskey briefed the Commission regarding a Contractual Agreement Addendum with E-Ring, Inc., regarding Capture BOE, Assessment and Maps Online and related Confidentiality and Cooperative Agreement. She stated that the application would cost \$240,000 with an annual maintenance fee of \$40,000 and that these funds are currently included in the 2014 Appraisal Budget.

Ms. Buskey briefed the Commission regarding a Contractual Agreement Addendum with E-Ring, Inc., regarding Capture Mobile Assessment and related Confidentiality and Cooperative Agreement. She stated that the application would cost \$50,000 with an annual maintenance fee of \$10,000 and that these funds are currently included in the 2014 Appraisal Budget.

Chief Appraiser Clay Henley briefed the Commission regarding a Contractual Agreement Addendum with E-Ring, Inc., regarding Capture iPad Software and Related Confidentiality and Cooperative Agreement. He stated that the software would cost \$125,000 with a yearly maintenance agreement of \$25,000.

Commission Ingram stated that he would like to see demos for all of the applications. The Commission agreed to discuss these items further at the next meeting.

PRESENTATION BY RESEARCH COORDINATOR JOE ADAMS WITH PUBLIC AFFAIRS RESEARCH COUNCIL OF ALABAMA

Research Coordinator Joe Adams with Public Affairs Research Council of Alabama presented estimates regarding a possible rental tax for Montgomery County.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented four Position Fill Requests for Corrections Officer Trainee/ Corrections Officers, Position Numbers 106, 146, 183 and 204 for the Detention Facility. After discussion, the Commission agreed to place these items on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Ingram congratulated Administrator Mims on his Performance Evaluation.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Resolution regarding the one-cent sales tax for public education and a letter from Montgomery Public Schools Interim Superintendent Margaret Allen, which were discussed during the October 21, 2013 meeting. Vice Chairman Harris expressed his concerns regarding the Resolution. Chairman Dean recommended that Vice Chairman Harris and other Commissioners discuss the matter with Interim Superintendent Allen. Commissioner Ingram suggested that Ms. Allen meet with the Commission at the next meeting. The Commission agreed to place this item on the next Thursday Memo for further discussion.

Administrator Mims presented a letter from Chairman Patty Lambrecht with Mid-South RC&D Council requesting that John Mitchell remain on the Council as an appointment from the Montgomery County Commission. After discussion, the Commission agreed for Mr. Mitchell to continue serving on this board.

Administrator Mims presented the 2011 and 2012 Financial Statements for the Alabama Dance Theatre, which was requested by the Commission at the last meeting.

Administrator Mims presented a letter from President Darryl Mayes with Youth-n-Action, Inc., requesting donations for the Program. Chairman Dean and Commissioners Ingram and Polizos requested a \$500 miscellaneous appropriation from each of their accounts for this program. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented an email from Hyundai regarding their decision not to provide a vehicle for the Turkey Day Parade. The Commission agreed for Administrator Mims to contact local car dealerships in order to obtain a vehicle for the parade.

Administrator Mims informed the Commission that he had contacted Recreation Board members Isaiah Sankey and Andrew Hall regarding their attendance at future Montgomery County Parks and Recreation board meetings. He stated that both expressed a desire to continue serving on the board. He explained that Mr. Sankey has requested that the board meetings be changed from Wednesdays to any other day of the week. Commissioner Williams recommended appointing Charles Powe to the board and removing Mr. Sankey. Commissioner Polizos recommended the reappointment of James Phillips, whose term expires December 4, 2013. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented an 8 x 10 aerial photograph of the Montgomery Industrial Park, which was requested at the last County Commission meeting. Commissioner Ingram discussed the proposal to annex a portion of the property. Chairman Dean requested a larger map of the area and the Commission agreed to discuss this item further at the next meeting.

Administrator Mims requested to change the deadline for submission of items for the County Commission agenda and briefing memo from 5:00 p.m. to 10:00 a.m. on the Wednesday before County Commission meetings in order to timely issue the agenda and briefing memo by Thursday afternoon. After discussion the Commission agreed to change the deadline to 12:00 Noon on the Wednesday before County Commission meetings.

Administrator Mims briefed the Commission regarding the purchase of a Ford F150 Supercab pickup truck for Montgomery County Parks and Recreation Superintendent James Williams. There was no objection from the Commission.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals. He noted that the contract with Haynes Ambulance was previously extended until December 31, 2013. After discussion, the Commission agreed to extend the contract until March 31, 2014 and asked Administrator Mims to move forward with the bid.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed the calendar with the Commission.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on November 4, 2013, at 11:42 a.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-18-13

Check Number	To	Check Number
238932		238975
Total Checks Paid		\$276,649.46

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-18-13

Check Number	To	Check Number
238977		239074
Total Checks Paid		\$339,584.07

CHECK #	PAYEE	AMOUNT	DATE
238976	Leadership Montgomery	\$1,125.00	10/17/13

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-25-13

Check Number	To	Check Number
239077		239138
Total Checks Paid		\$799,918.56

CHECK #	PAYEE	AMOUNT	DATE
239075	Williams, James	\$ 1,419.38	10/18/13
239076	US Postal Service	\$50,000.00	10/18/13

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-25-13

Check Number	To	Check Number
239140		239254
Total Checks Paid		\$781,155.88

CHECK #	PAYEE	AMOUNT	DATE
239139	Maggie Jackson Stringer	\$ 125.00	10/10/13

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-31-13

Check Number	To	Check Number
239255		239312
Total Checks Paid		\$407,614.38

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

11-04-13 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-31-13

Check Number	To	Check Number
239313		239385
Total Checks Paid		\$290,239.93

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
11/01/13

Payroll Check Number	117894	To	Payroll Check Number	117996	\$ 74,956.31
Direct Deposits					\$ 790,326.26
Payroll Check Number	117997	To	Payroll Check Number	118025	\$ 248,111.43
Direct Deposits					\$ 337,556.83
Federal Deposits					\$ 317,253.80
Total Payroll Paid					\$ 1,768,204.63

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

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission desires to enter into a Professional Services Contract with (also referred to as Provider). to provide offender Domestic Violence Education and related services (tutoring, orientation, Court advocacy, intake, collection of participant fees, taking attendance, documenting and reporting participant progress, etc.). Participants in said services shall be individuals who self refer or are referred by area and regional Courts to the Montgomery County Community Corrections Department for the E.V.E.N. (End Violence Effectively Now) domestic violence education/intervention program. These services shall be funded by participant/referral fees and all provisions of this contract shall be contingent on the Montgomery County Community Corrections Department receiving sufficient numbers of fee paying referrals to operate and sustain the program. Unless directed by the Executive Director of the Department and with the exception of Court advocacy services, all services performed under this Professional Services Contract shall be performed on the premises of the Montgomery County Community Corrections Department, 301, Adams Avenue, Montgomery Alabama, 36104. The Montgomery County Community Corrections Department shall be responsible for providing adequate classroom and workspace as well as materials necessary for the participants in the program. This is a Professional fee of Services Contract and compensation for materials purchased by the provider shall not be reimbursed.

Provider agrees to work with the Montgomery County Commission, the Montgomery County Community Corrections Department and consultants from the Montgomery, Alabama, Family Sunshine Center to provide the services mentioned herein and shall attend and participate in assigned in-service training to maintain minimum professional competency in the subject matter being provided to participants. It is understood that in-service training to maintain minimum level competency shall be determined by the Executive Director of the Montgomery County Community Corrections Department with consultation provided by the Montgomery, Alabama Family Sunshine Center. It is understood that failure to maintain a minimum level of proficiency and competency in the subject matter being provided to participants, as determined by participation in either assigned or substantially similar training may constitute grounds for termination of this Professional Services Contract.

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

A monthly schedule of services and assignments shall be posted or otherwise made available at the office of the Montgomery County Community Corrections Department at 301 Adams Avenue, Montgomery, Alabama, 36104.

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2014. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2013. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2013.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

The Montgomery County Commission, acting on behalf of the Montgomery County Drug Court and the Drug Court Administrator, The Montgomery County Community Corrections Department (MCCCD), desires to enter into a Professional Services Contract with Melva Turner, Ph.D. (dba: Positive Changes, LLC and also referred to as Provider), to provide substance abuse assessment services. This is a Professional fee for Services Contract, compensated on the basis of a fee for service to be charged directly to the Drug Court Applicant (offender). Other compensation for said services may be available through a contract between the Provider and the Alabama Department of Mental Health, Substance Abuse Services, and the receipt by the provider for such compensation shall be in addition to the fees authorized in this contract. Only services that are scheduled and pre-approved by the Drug Court Coordinator shall be charged or billed to the Drug Court Applicant (offender) under this Professional Services Contract. Modifications to the schedule must be approved by the Drug Court Coordinator and made in writing to be compensated. The amount to be charged to any Drug Court Applicant for the substance abuse assessment service shall not exceed \$75.00 per assessment. Provider shall be permitted to charge a non-refundable reschedule fee, not to exceed \$25.00 per each missed appointment not rescheduled at least by 5:00 pm the day prior to a scheduled assessment. Any additional fees recovered by the Provider from the Alabama Department of Mental Health for individual substance abuse assessments shall be the responsibility of the Provider. The award of this Professional Services Contract shall not be contingent on the Alabama Department of Mental Health, Substance Abuse Services Division's determination to contract with the Provider for reimbursement for substance abuse assessments.

The substance abuse assessment instruments to be administered shall be the current Alabama Department of Mental Health instruments including: the UNCOPE Screening Tool, the SASD Adult Integrated Placement Assessment, each U.R.I.C.A. Scale for alcohol or drug use and the Mini International Neuropsychiatric Interview (M.I.N.I.). The provider is authorized and whenever practicable agrees to administer in addition to the Substance Abuse Assessments (above), the Offender Risk Assessment System Instrument, including the Offender Self Report and the Community Corrections version of the instrument. In addition to reporting the Assessment results to the Drug Court Team, the Provider shall participate, with the Drug Court Team, to make a professional determination as to the appropriate level of treatment or substance abuse education referral to be recommended for each applicant as a result of the assessments rendered.

Location and Hours of Services

Services shall be performed at the office of the Montgomery County Community Corrections Department (MCCCD), 301 Adams Avenue, Montgomery, Alabama. At the MCCCD office location, the MCCCD will provide an office space, desk, chairs, locking file cabinet and access to office equipment necessary to perform individual offender interviews and assessments in

fulfillment of the requisites of this contract.

The ARAS Assessment instruments, scoring sheets, Self Reports and other related ARAS materials will be provided by the MCCCCD. One individual office space shall be allotted without cost to the provider. It shall be the provider's responsibility to provide all other necessary materials, including the selected assessment instrument, P.C. Computer (if required) case folders, office supplies and other materials for the purpose of meeting the requisites of this RFP. Should the ARAS Assessment become automated through the MIDAS database provided by the Alabama Administrative Office of the Courts, the MCCCCD shall provide data terminal access for the purpose of administering the ARAS on-line. The MCCCCD office hours are Monday through Friday, 7:00 am through 5:00 pm. Additional office hours are Tuesdays from 5:00 pm through 8:00 pm and Saturdays from 8:00 am through 11:00 am with the exception of County Holidays and National (Federal) Holiday weekends. Other office access hours may be made available on a case-by-case basis and subject to the advance approval of the Executive Director of the MCCCCD.

To streamline and make the application and assessment process more efficient, the provider shall provide to the Drug Court Coordinator (a minimum of one week in advance) a schedule of times the provider will be available for assessments. The Drug Court Coordinator and the staff of the MCCCCD shall schedule all assessments according to the schedule provided and will make this schedule of appointments available to the provider at the office of the MCCCCD. Staff of the MCCCCD shall assist in the collection of assessment fees whenever practicable through a collection and receipting process that shall be determined by agreement between the provider and the Executive Director of the MCCCCD, however, the ultimate responsibility for collecting applicant assessment fees is with the Provider. The Drug Court, the MCCCCD and the Montgomery County Commission shall not be responsible for enforcement of any payment agreement between the provider and any Drug Court applicant assessed.

Compliance with Confidentiality Laws

The provider has previously prepared and signed a general acknowledgement stating that she understands that certain Federal Laws and Regulations provide for penalties for unauthorized release of certain confidential client/offender information including Federal Regulation 42 CFR (2) and Laws governing certain medical information protected under HIPAA Regulations and she further acknowledges that she will abide by all Federal, State and program regulations regarding the confidentiality of client/offender information and will safeguard sensitive and protected information. This document shall be affixed to and shall become a part of this contract.

Provider not Designated Sole Provider

Provider acknowledges that the Alabama Department of Mental Health has the authority to contract with and designate other providers to perform mental health and substance abuse assessments. Provider shall be the only substance abuse assessment provider afforded exclusive access to MCCCCD Office space for the express purpose of accommodating assessments of Drug Court applicants for the period of this contract. Provider acknowledges that the Alabama Department of Mental Health may, by its authority, designate, contract with

and compensate other local providers to perform like services.

Subject to rules and regulations of the Alabama Department of Mental Health, the Drug Court may accept the assessments and recommendations of other qualified substance abuse assessment providers.

Termination of services

Once executed, either party may terminate this contract for services by providing the other party with 30 days prior written notice of intent to terminate the contract.

General Professional Liability –Indemnity Coverage

The provider shall, for the entire term of the contract, carry professional malpractice liability insurance in the amount of at least one million dollars (\$1,000,000) covering acts and omissions and other torts resulting from the provision of the services noted in the contract as awarded. The vendor shall cause their professional insurance carrier to name the Montgomery County Commission, its agents and appointed MCCPCA Board, the Montgomery County Community Corrections Department and the Montgomery County Drug Court as well as the Montgomery County 15th Judicial Circuit Courts as additional insured's for the services provided in the contract as awarded.

Contract Duration

The duration of this Contractual Agreement is for one (1) year beginning from October 1, 2013 and ending one (1) year thereafter. At the election of the Drug Court Coordinator and the Executive Director of the MCCCD, the contract may be extended, with the consent of the County Commission, for up to one additional annual period. The Vendor may elect to increase the fees charged for services by no more than 5% for any succeeding year, should the Commission elect to renew the terms of this contract.

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. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first 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. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2013.

Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

M.C.C.P.C.A Board Chair or Representative

BY: _____

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Sixteenth day of October in the year Two Thousand
Thirteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104
Telephone Number: 334-832-1210
Fax Number: 334-832-2533

and the Architect:
(Name, legal status, address and other information)

JMR+H Architecture, PC
60 Commerce Street
Suite 1520
Montgomery, Alabama 36104
Telephone Number: 334-420-5672
Fax Number: 334-420-5692

for the following Project:
(Name, location and detailed description)

Alterations to Third Floor Annex Three
Montgomery County Courthouse
100 South Lawrence Street
Montgomery, Alabama 36104

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

| See Attached Exhibit A

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

| May 6, 2014

.2 Substantial Completion date:

| February 5, 2015

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

The Hartford 21SBATO1640

.2 Automobile Liability

The Hartford 21UECJB6224

.3 Workers' Compensation

AlaComp 271551478

.4 Professional Liability

XL Specialty Insurance Company DPS 9695867

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	NP	
§ 4.1.2 Multiple preliminary designs	NP	
§ 4.1.3 Measured drawings	AE	
§ 4.1.4 Existing facilities surveys	AE	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	NP	
§ 4.1.6 Building information modeling	NP	
§ 4.1.7 Civil engineering	NP	

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§ 4.1.8	Landscape design	NP	
§ 4.1.9	Architectural Interior Design (B252™–2007)	AE	
§ 4.1.10	Value Analysis (B204™–2007)	NP	
§ 4.1.11	Detailed cost estimating	AE	
§ 4.1.12	On-site project representation	NP	
§ 4.1.13	Conformed construction documents	AE	
§ 4.1.14	As-Designed Record drawings	NP	
§ 4.1.15	As-Constructed Record drawings	NP	
§ 4.1.16	Post occupancy evaluation	NP	
§ 4.1.17	Facility Support Services (B210™–2007)	NP	
§ 4.1.18	Tenant-related services	NP	
§ 4.1.19	Coordination of Owner's consultants	AE	
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Owner	
§ 4.1.22	Commissioning (B211™–2007)	NP	
§ 4.1.23	Extensive environmentally responsible design	NP	
§ 4.1.24	LEED® Certification (B214™–2007)	NP	
§ 4.1.25	Fast-track design services	NP	
§ 4.1.26	Historic Preservation (B205™–2007)	NP	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	NP	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

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§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 One (1) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty Five (25) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

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and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation: to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based

on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

☒ [X] Arbitration pursuant to Section 8.3 of this Agreement

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other (Specify)

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§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Percentage of Construction Cost based upon Alabama Building Commission Fee Schedule with 25% Multiplier for Renovation Work. See Attached Schedule.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Compensation shall be Hourly based upon attached Hourly Rate Schedule for additional services. See Attached Hourly Rate – Exhibit B

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Attached Hourly Rate – Exhibit B

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Forty percent (40 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty Five	percent (	45	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attached Hourly Rate – Exhibit B

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Owner will only pay for work completed based upon the above referenced schedule in 11.5. If Design is 100% complete and the above conditions prevail, Owner will provide Hold Harmless Agreement to the A/E for use of the documents.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A- Project Information
Exhibit B – Hourly Rates
Exhibit C – Fee Schedule

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Elton N. Dean Sr.

(Printed name and title)

(Signature)

J. Michael Rutland, President

(Printed name and title)

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EXHIBIT "A"

Initial Project Information

Project: Alterations to Third Floor Annex Three
Montgomery County Courthouse
101 South Lawrence Street
Montgomery, Alabama 36104

Contractor: TBD

Consultants:

Mechanical	Whorton Engineering P.O. Box 5190 Anniston, Alabama 36205 256-820-9897
Electrical	Mills-Conoly 8218 Old Federal Road Montgomery, Alabama 36117
Structural	Tucker Jones Engineers, Inc. 3300 Cahaba Road, Suite 210 Birmingham, Alabama 35223 205-879-5660

Owner's Estimated Total Budget: Includes Architect & Engineering Fees, Reimbursables, etc. See attached Project Conceptual Cost Estimate. This total excludes Owner furnished, in kind services to include Sitework and Engineering costs.

Construction Budget: \$1,044,418.00

Procurement Method: Design, Bid, Build

Owner's Contact: Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, Alabama 36104

A/E Fee – See attached Fee Schedule

EXHIBIT "B"
Standard Form of Agreement Between Owner and Architect
(AIA Document B101)
between
Montgomery County Commission
and
JMR+H Architecture, PC

HOURLY RATES

ARCHITECT

Principal	\$180.00
Senior Architect	145.00
Architect	130.00
Interior Designer	60.00
Intern Architect	80.00
Construction Administrator	90.00
CADD System Manager	85.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative Assistant	50.00
Clerical	40.00

STRUCTURAL ENGINEER

Principal	\$150.00
Engineer	120.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

MECHANICAL ENGINEER

Principal	\$150.00
Engineer	120.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

ELECTRICAL ENGINEER

Principal	\$150.00
Engineer	120.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

CIVIL ENGINEER

Principal	\$150.00
Engineer	120.00
Designer	80.00
CADD Technician I	80.00
CADD Technician II	60.00
Administrative	50.00

LANDSCAPE DESIGN

Principal	\$120.00
Landscape Architect	85.00
CADD Technician	60.00
Administrative	40.00

FOOD SERVICE CONSULTANT

Principal	\$120.00
CADD Technician	60.00
Administrative	40.00

SCHEDULE OF BASIC FEE RATE BY COST OF WORK

COST OF WORK			FEE IN PERCENTAGE
Up	to	\$ 100,000	10.0
100,001	to	200,000	9.0
200,001	to	300,000	8.0
300,001	to	400,000	7.9
400,001	to	500,000	7.8
500,001	to	600,000	7.7
600,001	to	700,000	7.6
700,001	to	800,000	7.5
800,001	to	900,000	7.4
900,001	to	1,000,000	7.3
1,000,001	to	1,250,000	7.2
1,250,001	to	1,500,000	7.1
1,500,001	to	1,750,000	7.0
1,750,001	to	2,000,000	6.9
2,000,001	to	2,500,000	6.8
2,500,001	to	3,000,000	6.7
3,000,001	to	3,500,000	6.6
3,500,001	to	4,000,000	6.5
4,000,001	to	5,000,000	6.4
5,000,001	to	6,000,000	6.3
6,000,001	to	8,000,000	6.2
8,000,001	to	10,000,000	6.1
10,000,001	to	12,000,000	6.0
12,000,001	to	14,000,000	5.9
14,000,001	to	16,000,000	5.8
16,000,001	to	18,000,000	5.7
18,000,001	to	20,000,000	5.6
20,000,001	to	22,000,000	5.5
22,000,001	to	24,000,000	5.4
24,000,001	to	27,000,000	5.3
27,000,001	to	30,000,000	5.2
30,000,001	to	33,000,000	5.1
33,000,001	to	36,000,000	5.0
36,000,001	to	39,000,000	4.9
39,000,001	to	42,000,000	4.8
42,000,001	to	46,000,000	4.7
46,000,001	to	50,000,000	4.6
50,000,001	to	and over	4.5

PROJECT		CONTRACTOR:		DATE OF REPORT	
B. C. No.		ARCHITECT: JMR+H Architecture		PROCEED DATE	
WORK DIVISION		%		PROJECTED COMPLETION DATE	
1. GENERAL REQUIREMENTS			\$64,568.00		
2. SITEWORK			-0-		
3. CONCRETE			\$20,000.00		
4. MASONRY			-0-		
5. METALS			\$46,665.00		
6. WOOD AND PLASTIC			\$82,412.00		
7. THERMAL AND MOISTURE PROTECTION			\$6,912.00		
8. DOORS AND WINDOWS			\$25,500.00		
9. FINISHES			\$218,141.00		
10. SPECIALTIES			\$2,500.00		
11. EQUIPMENT			-0-		
12. FURNISHINGS			-0-		
13. SPECIAL CONSTRUCTION			-0-		
15. MECHANICAL			\$304,920.00		
16. ELECTRICAL			\$142,050.00		
Sub-total			\$913,668.00		
6 % Fee			\$54,820.08		
Total			\$968,488.08		
Alternate #1 (Lift Roof over Courtroom)			\$30,930.00		
Alternate # 2 (Connecting Corridor)			\$45,000.00		
Grand Total			1,044,418.00		

CONCEPTUAL TOTAL PROJECT COSTS
ALTERATIONS TO THIRD FLOOR ANNEX THREE
MONTGOMERY COUNTY COURTHOUSE
MONTGOMERY, ALABAMA

Land Cost	\$0.00
Site Development	\$0.00
<u>Construction</u>	
Base Bid	968,488.00
Alternate No. 1	30,930.00
Alternate No. 2	<u>45,000.00</u>
Total Construction	\$1,044,418.00
Special IBC Testing	\$25,000.00
AE Fee (ABC Fee Schedule/Group III with 25% Fee Increaser for Renovation) (Estimated)	95,000.00
Anticipated A/E Reimbursables (Printing, Etc.)	<u>5,000.00</u>
Total A/E Fee and Reimbursables	\$100,000.00
Furniture, Fixtures and Equipment (Includes Interior Design Fee)	\$100,000.00
Security/Data	\$100,000.00
GRAND TOTAL	\$1,369,418.00
Estimated High Total Cost	\$1,400,000.00
Estimate Low Total Cost	\$1,200,000.00

Alterations to 3rd Floor / Annex 3
Montgomery County Courthouse
Montgomery, Alabama

ID	Task Name	Start	Finish	22 '13	Dec 8, '13	Dec 15, '13	Dec 22, '13	Dec 29, '13	Jan 5, '14	Jan 12, '14	Jan 19, '14	Jan 26, '14	Feb 2, '14	Feb 9, '14	Feb 16, '14	Feb 23, '14	Mar 1, '14	Mar 8, '14	Mar 15, '14	Mar 22, '14	Mar 29, '14	Apr 5, '14	Apr 12, '14	Apr 19, '14	Apr 26, '14	May 3, '14	May 10, '14	May 17, '14	May 24, '14	May 31, '14	Jun 7, '14	Jun 14, '14	Jun 21, '14	Jun 28, '14	Jul 5, '14	Jul 12, '14	Jul 19, '14	Jul 26, '14	Aug 2, '14	Aug 9, '14	Aug 16, '14	Aug 23, '14	Aug 30, '14	Sep 6, '14	Sep 13, '14	Sep 20, '14	Sep 27, '14	Oct 4, '14	Oct 11, '14	Oct 18, '14	Oct 25, '14	Nov 1, '14	Nov 8, '14	Nov 15, '14	Nov 22, '14	Nov 29, '14	Dec 6, '14	Dec 13, '14	Dec 20, '14	Dec 27, '14	Jan 3, '15	Jan 10, '15	Jan 17, '15	Jan 24, '15	Jan 31, '15	Feb 7, '15	Feb 14, '15	Feb 21, '15	Feb 28, '15	Mar 6, '15	Mar 13, '15	Mar 20, '15	Mar 27, '15	Apr 3, '15	Apr 10, '15	Apr 17, '15	Apr 24, '15	May 1, '15	May 8, '15	May 15, '15	May 22, '15	May 29, '15	Jun 5, '15	Jun 12, '15	Jun 19, '15	Jun 26, '15	Jul 3, '15	Jul 10, '15	Jul 17, '15	Jul 24, '15	Jul 31, '15	Aug 7, '15	Aug 14, '15	Aug 21, '15	Aug 28, '15	Sep 4, '15	Sep 11, '15	Sep 18, '15	Sep 25, '15	Oct 2, '15	Oct 9, '15	Oct 16, '15	Oct 23, '15	Oct 30, '15	Nov 6, '15	Nov 13, '15	Nov 20, '15	Nov 27, '15	Dec 4, '15	Dec 11, '15	Dec 18, '15	Dec 25, '15	Jan 1, '16	Jan 8, '16	Jan 15, '16	Jan 22, '16	Jan 29, '16	Feb 5, '16	Feb 12, '16	Feb 19, '16	Feb 26, '16	Mar 5, '16	Mar 12, '16	Mar 19, '16	Mar 26, '16	Apr 2, '16	Apr 9, '16	Apr 16, '16	Apr 23, '16	Apr 30, '16	May 7, '16	May 14, '16	May 21, '16	May 28, '16	Jun 4, '16	Jun 11, '16	Jun 18, '16	Jun 25, '16	Jul 2, '16	Jul 9, '16	Jul 16, '16	Jul 23, '16	Jul 30, '16	Aug 6, '16	Aug 13, '16	Aug 20, '16	Aug 27, '16	Sep 3, '16	Sep 10, '16	Sep 17, '16	Sep 24, '16	Oct 1, '16	Oct 8, '16	Oct 15, '16	Oct 22, '16	Oct 29, '16	Nov 5, '16	Nov 12, '16	Nov 19, '16	Nov 26, '16	Dec 3, '16	Dec 10, '16	Dec 17, '16	Dec 24, '16	Dec 31, '16	Jan 7, '17	Jan 14, '17	Jan 21, '17	Jan 28, '17	Feb 4, '17	Feb 11, '17	Feb 18, '17	Feb 25, '17	Mar 4, '17	Mar 11, '17	Mar 18, '17	Mar 25, '17	Apr 1, '17	Apr 8, '17	Apr 15, '17	Apr 22, '17	Apr 29, '17	May 6, '17	May 13, '17	May 20, '17	May 27, '17	Jun 3, '17	Jun 10, '17	Jun 17, '17	Jun 24, '17	Jul 1, '17	Jul 8, '17	Jul 15, '17	Jul 22, '17	Jul 29, '17	Aug 5, '17	Aug 12, '17	Aug 19, '17	Aug 26, '17	Sep 2, '17	Sep 9, '17	Sep 16, '17	Sep 23, '17	Sep 30, '17	Oct 7, '17	Oct 14, '17	Oct 21, '17	Oct 28, '17	Nov 4, '17	Nov 11, '17	Nov 18, '17	Nov 25, '17	Dec 2, '17	Dec 9, '17	Dec 16, '17	Dec 23, '17	Dec 30, '17	Jan 6, '18	Jan 13, '18	Jan 20, '18	Jan 27, '18	Feb 3, '18	Feb 10, '18	Feb 17, '18	Feb 24, '18	Mar 2, '18	Mar 9, '18	Mar 16, '18	Mar 23, '18	Mar 30, '18	Apr 6, '18	Apr 13, '18	Apr 20, '18	Apr 27, '18	May 4, '18	May 11, '18	May 18, '18	May 25, '18	Jun 1, '18	Jun 8, '18	Jun 15, '18	Jun 22, '18	Jun 29, '18	Jul 6, '18	Jul 13, '18	Jul 20, '18	Jul 27, '18	Aug 3, '18	Aug 10, '18	Aug 17, '18	Aug 24, '18	Aug 31, '18	Sep 7, '18	Sep 14, '18	Sep 21, '18	Sep 28, '18	Oct 5, 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'23	Aug 28, '23	Sep 4, '23	Sep 11, '23	Sep 18, '23	Sep 25, '23	Oct 2, '23	Oct 9, '23	Oct 16, '23	Oct 23, '23	Oct 30, '23	Nov 6, '23	Nov 13, '23	Nov 20, '23	Nov 27, '23	Dec 4, '23	Dec 11, '23	Dec 18, '23	Dec 25, '23	Jan 1, '24	Jan 8, '24	Jan 15, '24	Jan 22, '24	Jan 29, '24	Feb 5, '24	Feb 12, '24	Feb 19, '24	Feb 26, '24	Mar 5, '24	Mar 12, '24	Mar 19, '24	Mar 26, '24	Apr 2, '24	Apr 9, '24	Apr 16, '24	Apr 23, '24	Apr 30, '24	May 7, '24	May 14, '24	May 21, '24	May 28, '24	Jun 4, '24	Jun 11, '24	Jun 18, '24	Jun 25, '24	Jul 2, '24	Jul 9, '24	Jul 16, '24	Jul 23, '24	Jul 30, '24	Aug 6, '24	Aug 13, '24	Aug 20, '24	Aug 27, '24	Sep 3, '24	Sep 10, '24	Sep 17, '24	Sep 24, '24	Oct 1, '24	Oct 8, '24	Oct 15, '24	Oct 22, '24	Oct 29, '24	Nov 5, '24	Nov 12, '24	Nov 19, '24	Nov 26, '24	Dec 3, '24	Dec 10, '24	Dec 17, '24	Dec 24, '24	Dec 31, '24	Jan 7, '25	Jan 14, '25	Jan 21, '25	Jan 28, '25	Feb 4, '25	Feb 11, '25	Feb 18, '25	Feb 25, '25	Mar 4, '25	Mar 11, '25	Mar 18, '25	Mar 25, '25	Apr 1, '25	Apr 8, '25	Apr 15, '25	Apr 22, '25	Apr 29, '25	May 6, '25	May 13, '25	May 20, '25	May 27, '25	Jun 3, '25	Jun 10, '25	Jun 17, '25	Jun 24, '25	Jul 1, '25	Jul 8, '25	Jul 15, '25	Jul 22, '25	Jul 29, '25	Aug 5, '25	Aug 12, '25	Aug 19, '25	Aug 26, '25	Sep 2, '25	Sep 9, '25	Sep 16, '25	Sep 23, '25	Sep 30, '25	Oct 7, '25	Oct 14, '25	Oct 21, '25	Oct 28, '25	Nov 4, '25	Nov 11, '25	Nov 18, '25	Nov 25, '25	Dec 2, '25	Dec 9, '25	Dec 16, '25	Dec 23, '25	Dec 30, '25	Jan 6, '26	Jan 13, '26	Jan 20, '26	Jan 27, '26	Feb 3, '26	Feb 10, '26	Feb 17, '26	Feb 24, '26	Mar 2, '26	Mar 9, '26	Mar 16, '26	Mar 23, '26	Mar 30, '26	Apr 6, '26	Apr 13, '26	Apr 20, '26	Apr 27, '26	May 4, '26	May 11, '26	May 18, '26	May 25, '26	Jun 1, '26	Jun 8, '26	Jun 15, '26	Jun 22, '26	Jun 29, '26	Jul 6, '26	Jul 13, '26	Jul 20, '26	Jul 27, '26	Aug 3, '26	Aug 10, '26	Aug 17, '26	Aug 24, '26	Aug 31, '26	Sep 7, '26	Sep 14, '26	Sep 21, '26	Sep 28, '26	Oct 5, '26	Oct 12, '26	Oct 19, '26	Oct 26, '26	Nov 2, '26	Nov 9, '26	Nov 16, '26	Nov 23, '26	Nov 30, '26	Dec 7, '26	Dec 14, '26	Dec 21, '26	Dec 28, '26	Jan 4, '27	Jan 11, '27	Jan 18, '27	Jan 25, '27	Feb 1, '27	Feb 8, '27	Feb 15, '27	Feb 22, '27	Feb 29, '27	Mar 6, '27	Mar 13, '27	Mar 20, '27	Mar 27, '27	Apr 3, '27	Apr 10, '27	Apr 17, '27	Apr 24, '27	May 1, '27	May 8, '27	May 15, '27	May 22, '27	May 29, '27	Jun 5, '27	Jun 12, '27	Jun 19, '27	Jun 26, '27	Jul 3, '27	Jul 10, '27	Jul 17, '27	Jul 24, '27	Jul 31, '27	Aug 7, '27	Aug 14, '27	Aug 21, '27	Aug 28, '27	Sep 4, '27	Sep 11, '27	Sep 18, '27	Sep 25, '27	Oct 2, '27	Oct 9, '27	Oct 16, '27	Oct 23, '27	Oct 30, '27	Nov 6, '27	Nov 13, '27	Nov 20, '27	Nov 27, '27	Dec 4, '27	Dec 11, '27	Dec 18, '27	Dec 25, '27	Jan 1, '28	Jan 8, '28	Jan 15, '28	Jan 22, '28	Jan 29, '28	Feb 5, '28	Feb 12, '28	Feb 19, '28	Feb 26, '28	Mar 5, '28	Mar 12, '28	Mar 19, '28	Mar 26, '28	Apr 2, '28	Apr 9, '28	Apr 16, '28	Apr 23, '28	Apr 30, '28	May 7, '28	May 14, '28	May 21, '28	May 28, '28	Jun 4, '28	Jun 11, '28	Jun 18, '28	Jun 25, '28	Jul 2, '28	Jul 9, '28	Jul 16, '28	Jul 23, '28	Jul 30, '28	Aug 6, '28	Aug 13, '28	Aug 20, '28	Aug 27, '28	Sep 3, '28	Sep 10, '28	Sep 17, '28	Sep 24, '28	Oct 1, '28	Oct 8, '28	Oct 15, '28	Oct 22, '28	Oct 29, '28	Nov 5, '28	Nov 12, '28	Nov 19, '28	Nov 26, '28	Dec 3, '28	Dec 10, '28	Dec 17, '28	Dec 24, '28	Dec 31, '28	Jan 7, '29	Jan 14, '29	Jan 21, '29	Jan 28, '29	Feb 4, '29	Feb 11, '29	Feb 18, '29	Feb 25, '29	Mar 4, '29	Mar 11, '29	Mar 18, '29	Mar 25, '29	Apr 1, '29	Apr 8, '29	Apr 15, '29	Apr 22, '29	Apr 29, '29	May 6, '29	May 13, '29	May 20, '29	May 27, '29	Jun 3, '29	Jun 10, '29	Jun 17, '29	Jun 24, '29	Jul 1, '29	Jul 8, '29	Jul 15, '29	Jul 22, '29	Jul 29, '29	Aug 5, '29	Aug 12, '29	Aug 19, '29	Aug 26, '29	Sep 2, '29	Sep 9, '29	Sep 16, '29	Sep 23, '29	Sep 30, '29	Oct 7, '29	Oct 14, '29	Oct 21, '29	Oct 28, '29	Nov 4, '29	Nov 11, '29	Nov 18, '29	Nov 25, '29	Dec 2, '29	Dec 9, '29	Dec 16, '29	Dec 23, '29	Dec 30, '29	Jan 6, '30	Jan 13, '30	Jan 20, '30	Jan 27, '30	Feb 3, '30	Feb 10, '30	Feb 17, '30	Feb 24, '30	Mar 2, '30	Mar 9, '30	Mar 16, '30	Mar 23, '30	Mar 30, '30	Apr 6, '30	Apr 13, '30	Apr 20, '30	Apr 27, '30	May 4, '30	May 11, '30	May 18, '30	May 25, '30	Jun 1, '30	Jun 8, '30	Jun 15, '30	Jun 22, '30	Jun 29, '30	Jul 6, '30	Jul 13, '30	Jul 20, '30	Jul 27, '30	Aug 3, '30	Aug 10, '30	Aug 17, '30	Aug 24, '30	Aug 31, '30	Sep 7, '30	Sep 14, '30	Sep 21, '30	Sep 28, '30	Oct 5, '30	Oct 12, '30	Oct 19, '30	Oct 26, '30	Nov 2, '30	Nov 9, '30	Nov 16, '30	Nov 23, '30	Nov 30, '30	Dec 7, '30	Dec 14, '30	Dec 21, '30	Dec 28, '30	Jan 4, '31	Jan 11, '31	Jan 18, '31	Jan 25, '31	Feb 1, '31	Feb 8, '31	Feb 15, '31	Feb 22, '31	Feb 29, '31	Mar 6, '31	Mar 13, '31	Mar 20, '31	Mar 27, '31	Apr 3, '31	Apr 10, '31	Apr 17, '31	Apr 24, '31	May 1, '31	May 8, '31	May 15, '31	May 22, '31	May 29, '31	Jun 5, '31	Jun 12, '31	Jun 19, '31	Jun 26, '31	Jul 3, '31	Jul 10, '31	Jul 17, '31	Jul 24, '31	Jul 31, '31	Aug 7, '31	Aug 14, '31	Aug 21, '31	Aug 28, '31	Sep 4, '31	Sep 11, '31	Sep 18, '31	Sep 25, '31	Oct 2, '31	Oct 9, '31	Oct 16, '31	Oct 23, '31	Oct 30, '31	Nov 6, '31	Nov 13, '31	Nov 20, '31	Nov 27, '31	Dec 4, '31	Dec 11, '31	Dec 18, '31	Dec 25, '31	Jan 1, '32	Jan 8, '32	Jan 15, '32	Jan 22, '32	Jan 29, '32	Feb 5, '32	Feb 12, '32	Feb 19, '32	Feb 26, '32	Mar 5, '32	Mar 12, '32	Mar 19, '32	Mar 26, '32	Apr 2, '32	Apr 9, '32	Apr 16, '32	Apr 23, '32	Apr 30, '32	May 7, '32	May 14, '32	May 21, '32
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Robert Bentley
Governor

ALABAMA DEPARTMENT OF TRANSPORTATION

SIXTH DIVISION
OFFICE OF DIVISION ENGINEER
POST OFFICE BOX 8008
MONTGOMERY, ALABAMA 36110
Telephone: (334) 269-2311 FAX: (334) 263-2599



John R. Cooper
Transportation Director

October 16, 2013

Mr. George Speake, P. E.
Montgomery County Engineer
100 South Lawrence Street
Montgomery, Alabama 36104

Dear Sir:

Re: Project No.: STMAAF-0009 (509)
Maintenance Agreement on Old U.S. Highway
331 and Smiley Ferry Road/Vaughn and Pike
Road Intersection Signal
Montgomery County

Attached please find the approved Maintenance Agreement by Resolution between the Alabama Department of Transportation and Montgomery County on the above referenced project. Please have this agreement executed by the County Administrator and Commission Chairman at your earliest convenience.

Please feel free to contact this office if further information or explanation is needed.

Sincerely,

Steven C. Graben, P. E.
Division Engineer

By: W. R. Ashurst 
W. R. Ashurst, P.E.
Division Pre-Construction Engineer

SCG/WRA/th
Attachments
pc: Mr. Mark Waits, District Manager
Correspondence
File

14-0065

MAINTENANCE AGREEMENT
BY
RESOLUTION

No. _____

This agreement is entered into by the State of Alabama acting by and through the Alabama Department of Transportation (hereinafter at times referred to as State) and the County of Montgomery, Alabama (hereinafter at times referred to as County) acting by and through the County Commission.

WHEREAS, the State does desire to transfer certain street or road maintenance responsibilities to the County as a result of the construction of Project Number STMAAF-0009(509), Additional lanes from 2000 feet South of SR-94 to near LeGrand. The County agrees to accept the maintenance of the hatched areas of old U.S. Highway 331, portions of old State Route 94 and relocated Smiley Ferry Road as attached hereto as Exhibit "A" and made a part hereof. State agrees to do a onetime cleanup moving from ROW to ROW, clean all ditches and existing drainage structures of said old U.S. Highway 331, portions of old State Route 94 and relocated Smiley Ferry Road prior to County accepting maintenance of said roads.

WHEREAS, the County agrees to charge to Special Work Authorization (SWA) CPMS # 100023586 as part of the agreement with State to maintain the traffic control signal at the intersection of SR-110 (Vaughn Road) and CR-75 (Pike Road) as indicated in Exhibit "B" and made a part hereof.

BE IT RESOLVED by this County Commission:

1. That the County agrees to perform all maintenance on crossroads, service drives, and relocated roads, as shown on attached Exhibit "A", that is not designated Federal or State Highways that are within the jurisdiction of the County.
2. That the County agrees to perform all maintenance on any existing road, as hatched on attached Exhibit "A", which has been replaced by a new road; or, if the existing road is not used, the County has the option of vacating same.
3. That the County agrees to charge the maintenance work performed by State on the traffic control signal at location indicated on attached Exhibit "B" to SWA CPMS # 100023586.

It is understood and agreed that no changes in this Resolution or Agreement shall in the future be made without having obtained the prior approval of the Federal Highway Administration.

THIS RESOLUTION PASSED, ADOPTED AND APPROVED this the ____ day of _____, 20__.

ATTEST

County Administrator

Commission Chairman

I, the undersigned, Administrator of the County of Montgomery, do hereby certify that the above and foregoing is a true and correct copy of a resolution which was duly and lawfully adopted by the Commission of the foregoing County, at its regular meeting held on the _____ day of _____, 20__, which resolution is on file in the office of the County Administrator.

Given under my hand and the official seal of such this the _____ day of _____, 20__.

County Administrator

6-3

CERTIFICATION

EXHIBIT M

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 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 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 representative 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 sub recipients shall certify and disclose accordingly.

CERTIFICATION

EXHIBIT N

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 II, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The decision of the Director of the Alabama Department of Transportation regarding any matter in dispute shall be final and conclusive on all parties.

If the contract term is to exceed more than one (1) fiscal year, then said contract is subject to termination in the event that funds shall not be appropriated for the continued payment of the contract in subsequent fiscal years.

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

EXHIBIT "A"

UNION ACADEMY ROAD

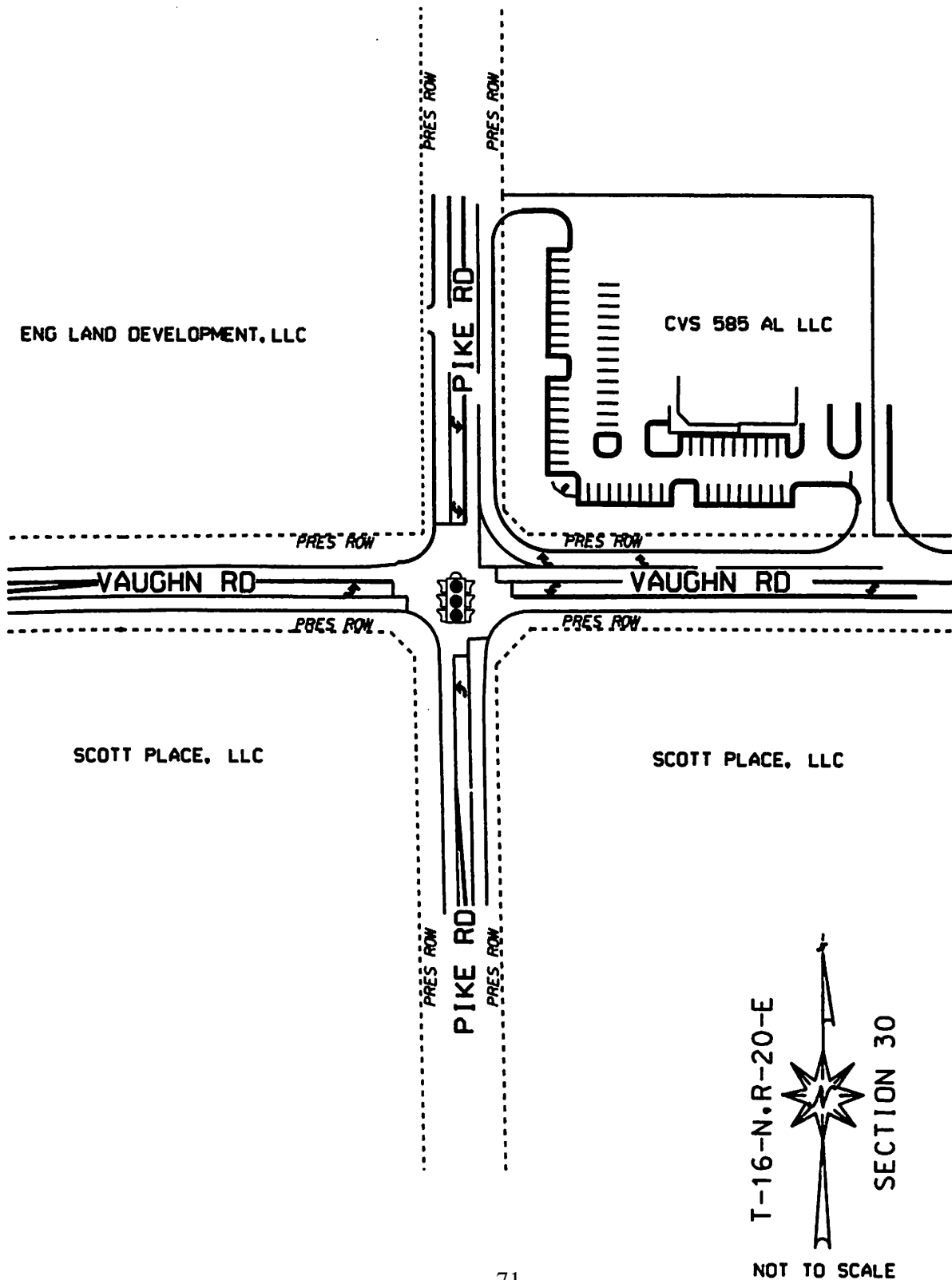
NOT TO SCALE

US 331

SR 94

SMILEY FERRY ROAD

EXHIBIT " B "



ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: October 16, 2013

TO: Donald L. Mims, County Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
10/16/13

SUBJECT: Renewal of External Audit Services Agreement

This memo is submitted to respectfully request that consideration be given toward approving the proposed renewal of the External Audit Services Agreement between the Montgomery County Commission and PRA Government Services, LLC d/b/a Revenue Discovery Systems ("RDS"). The proposed renewal Agreement is attached for your review and would be effective for a new eighteen (18) month term commencing on November 16, 2013 through May 15, 2015. The existing Agreement is set to expire on November 15, 2013. A copy of the existing Agreement is also attached. Please note that the proposed renewal Agreement attached has already been discussed with and reviewed by Ms. Constance Walker with Haskell Slaughter Young & Gallion, LLC.

As the expiration date for the current agreement is approaching, I would respectfully request that this proposed renewal Agreement be included on the agenda for discussion at the next Montgomery County Commission meeting, or as soon as possible thereafter. Thank you in advance for your consideration and assistance with this matter to ensure this renewal can be considered in a timely manner ahead of the expiration date of the existing agreement.

tah/attachments

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2013
between the Montgomery County Commission ("COUNTY") AND PRA Government Services,
LLC d/b/a Revenue Discovery Systems ("RDS").

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services specifically including auditing services; and

WHEREAS, RDS has met, as of the above date, the requirements under the "The Local Tax Procedures Act of 1998"; and

WHEREAS, the COUNTY and RDS desire to enter into this AGREEMENT under which RDS shall provide such services for the COUNTY as are set forth herein and in accordance with the Code of Alabama "Local Tax Procedures Act of 1998".

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, the COUNTY and RDS hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, RDS agrees to perform audit services for some designated portion of businesses that are currently included in, or subject to be added to, the Montgomery County Tax & Audit Department universe of non-property taxpayers. Such audit services will be assigned and approved by the COUNTY Revenue Manager. That tax universe shall include sales, consumers use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such audit services will be in conformance with the Montgomery County Taxpayers Bill of Rights, and any other applicable laws.

Audit services will include compliance and enforcement activities such as investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax of the COUNTY. Audit services will also include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, and all services related to closing an audit to include involvement in taxpayer appeals, when applicable and if approved by the COUNTY Revenue Manager. RDS shall notify the COUNTY not later than 10 days from receipt of all taxpayer appeals and not later than 10 days after the determination of such appeals.

Out-of-state audits may be assigned to RDS under this AGREEMENT.

All taxpayer information is confidential and shall not be used by RDS outside the scope and performance of this AGREEMENT. A copy of all working papers, reports and supporting schedules produced under this contract shall be provided to the COUNTY and each such document shall be given to the COUNTY Revenue Manager with the completion of each audit/assignment. All such documents may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

The COUNTY will provide generic letters of authorization and introduction of RDS as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer requesting same.

Each party accepts responsibility for its compliance with applicable federal, state and local laws and regulations.

2. Conditions of Work.

It is understood that RDS may employ a broad range of means, methods, and conditions of work, so long as such remain consistent with established and acceptable business practices for professional auditors, and so long as such practices are in compliance with applicable laws. RDS shall devote only such time and effort, as is reasonably appropriate under the circumstances of each audit, to perform the services enumerated in paragraph One (1) above, and shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RDS at the maximum rate of \$70.00 per hour. There shall be no contingent fees. RDS personnel who have attained status as a Certified Public Accountant (CPA) or Certified Revenue Examiner (CRE) shall be paid at \$70.00 per hour.

(b) It is understood that RDS shall pay all local travel and other expenses incurred in the performance of all audits performed by RDS or anyone in its employment. It is further understood that RDS shall be paid a per diem rate and mileage rate as and when allowed under Ala. Code §40-2A-6(d) and Section V of the Montgomery County Taxpayers Bill of Rights. Further,

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event shall the overlapping audits combined require payment for more than 100% for any one RDS representative.

(c) All revenue generated by audits shall be received by RDS in the form of a check from each applicable taxpayer, each being payable to the MONTGOMERY COUNTY COMMISSION which shall be forwarded, along with appropriate and applicable correspondence and supporting working papers, as directed by the COUNTY Revenue Manager, to the COUNTY not later than 10 days after RDS receipt.

(d) RDS shall submit invoices to the COUNTY. Billing Invoices for audit services shall include a breakout of applicable RDS staff (employees and subcontractors, as applicable) and a description of work performed, and amount of time worked on each of the billed audit assignments. RDS shall also supply supporting or explanatory documentation/information at the request of the COUNTY. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

(e) RDS shall not begin work on an audit project until it has received authorization to do so from the COUNTY.

4. RDS Audit.

Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC report and will be made available upon request. The COUNTY hereby requests a copy of each such SOC report when available.

5. Term of AGREEMENT.

The term of this AGREEMENT shall commence on NOVEMBER 16, 2013 and shall continue in effect THROUGH MAY 15, 2015, or until canceled by either the COUNTY or RDS upon sixty (60) days prior written notice of cancellation.

6. Assignment.

RDS may not assign its rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. However, RDS shall have the right to hire qualified assistants as subcontractors or to use employees to provide the Services required by this AGREEMENT. Each assistant must be identified in advance by name/credential to the COUNTY as such for each audit performed. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors or assigns.

RDS, in rendering performance under this AGREEMENT shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be an employer-employee relationship, a joint venture, or a partnership. RDS shall be solely responsible for its actions or omissions in performing the duties under this AGREEMENT, and shall hold COUNTY harmless from any and all claims for negligence or other wrongdoing, including attorneys fees and costs, and any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

7. Binding Effect.

This AGREEMENT shall be binding upon the parties, and their respective successors and assigns.

8. Governing Law.

This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

9. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RDS and the COUNTY, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation, before a mediator agreed upon by the parties. 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.

10. Final Dispute Resolution.

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the COUNTY and RDS.

11. Entire AGREEMENT.

This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

If any one or more provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

PRA Government Services, LLC

By: _____

Elton N. Dean, Sr, Chairman

By: _____

Kennon Walthall , President

Date: _____

Date: _____

Terri Henderson

From: Walker, Constance C. [ccw@hsy.com]
Sent: Wednesday, October 09, 2013 11:47 PM
To: Terri Henderson
Subject: RDS Extrenal Audit Services Agreement - renewal

Terri - I have reviewed this agreement and it looks fine to me.

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Terri Henderson

From: Terri Henderson
Sent: Monday, September 23, 2013 4:08 PM
To: 'Walker, Constance C.'
Subject: Draft of Proposed Renewal of RDS External Audit Services Agreement
Attachments: DRAFT - RDS Proposed Contract Renewal 2013-2015.doc

Connie,

Please review attachment and discuss with Mr. Gallion as needed to see if the proposed renewal agreement for the External Audit Services Agreement between MCC and RDS is okay as drafted or if any changes are recommended before I submit this to Administration and the MCC for further consideration. Please note this draft is essentially the same as we worked up back in May 2012 except the term dates have been updated for a new 18-month term. If possible, I would like to get this turned in to John Mitchell ASAP before he leaves out so we can get this moving forward in hopes it will not get slowed down in transition.

Thanks,

Terri A. Henderson, CRE, Revenue Manager
Montgomery County Commission
Tax & Audit Department
P.O. Box 4779
Montgomery, AL 36103-4779
Phone: 334-832-1698
FAX: 334-832-1223

*******CONFIDENTIALITY NOTICE*******

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STATE OF ALABAMA)
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this 16th day of May 2012
between the Montgomery County Commission ("COUNTY") AND PRA Government Services,
LLC d/b/a Revenue Discovery Systems ("RDS").

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services specifically including auditing services; and

WHEREAS, RDS has met, as of the above date, the requirements under the "The Local Tax Procedures Act of 1998"; and

WHEREAS, the COUNTY and RDS desire to enter into this AGREEMENT under which RDS shall provide such services for the COUNTY as are set forth herein and in accordance with the Code of Alabama "Local Tax Procedures Act of 1998".

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, the COUNTY and RDS hereby agree as follows.

1. Services/Scope.

During the term of this AGREEMENT, RDS agrees to perform audit services for some designated portion of businesses that are currently included in, or subject to be added to, the Montgomery County Tax & Audit Department universe of non-property taxpayers. Such audit services will be assigned and approved by the COUNTY Revenue Manager. That tax universe shall include sales, consumers use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such audit services will be in conformance with the Montgomery County Taxpayers Bill of Rights, and any other applicable laws.

Audit services will include compliance and enforcement activities such as investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax of the COUNTY. Audit services will also include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, and all services related to closing an audit to include involvement in taxpayer appeals, when applicable and if approved by the COUNTY Revenue Manager. RDS shall notify the COUNTY not later than 10 days from receipt of all taxpayer appeals and not later than 10 days after the determination of such appeals.

Out-of-state audits may be assigned to RDS under this AGREEMENT.

All taxpayer information is confidential and shall not be used by RDS outside the scope and performance of this AGREEMENT. A copy of all working papers, reports and supporting schedules produced under this contract shall be provided to the COUNTY and each such document shall be given to the COUNTY Revenue Manager with the completion of each audit/assignment. All such documents may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

The COUNTY will provide generic letters of authorization and introduction of RDS as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer requesting same.

Each party accepts responsibility for its compliance with applicable federal, state and local laws and regulations.

2. Conditions of Work.

It is understood that RDS may employ a broad range of means, methods, and conditions of work, so long as such remain consistent with established and acceptable business practices for professional auditors, and so long as such practices are in compliance with applicable laws. RDS shall devote only such time and effort, as is reasonably appropriate under the circumstances of each audit, to perform the services enumerated in paragraph One (1) above, and shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RDS at the maximum rate of \$70.00 per hour. There shall be no contingent fees. RDS personnel who have attained status as a Certified Public Accountant (CPA) or Certified Revenue Examiner (CRE) shall be paid at \$70.00 per hour.

(b) It is understood that RDS shall pay all local travel and other expenses incurred in the performance of all audits performed by RDS or anyone in its employment. It is further understood that RDS shall be paid a per diem rate and mileage rate as and when allowed under Ala. Code §40-2A-6(d) and Section V of the Montgomery County Taxpayers Bill of Rights. Further,

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event shall the overlapping audits combined require payment for more than 100% for any one RDS representative.

(c) All revenue generated by audits shall be received by RDS in the form of a check from each applicable taxpayer, each being payable to the MONTGOMERY COUNTY COMMISSION which shall be forwarded, along with appropriate and applicable correspondence and supporting working papers, as directed by the COUNTY Revenue Manager, to the COUNTY not later than 10 days after RDS receipt.

(d) RDS shall submit invoices to the COUNTY. Billing Invoices for audit services shall include a breakout of applicable RDS staff (employees and subcontractors, as applicable) and a description of work performed, and amount of time worked on each of the billed audit assignments. RDS shall also supply supporting or explanatory documentation/information at the request of the COUNTY. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

(e) RDS shall not begin work on an audit project until it has received authorization to do so from the COUNTY.

4. RDS Audit.

Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC report and will be made available upon request. The COUNTY hereby requests a copy of each such SOC report when available.

5. Term of AGREEMENT.

The term of this AGREEMENT shall commence on MAY 16, 2012 and shall continue in effect THROUGH NOVEMBER 15, 2013, or until canceled by either the COUNTY or RDS upon sixty (60) days prior written notice of cancellation.

6. Assignment.

RDS may not assign its rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. However, RDS shall have the right to hire qualified assistants as subcontractors or to use employees to provide the Services required by this AGREEMENT. Each assistant must be identified in advance by name/credential to the COUNTY as such for each audit performed. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors or assigns.

RDS, in rendering performance under this AGREEMENT shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be an employer-employee relationship, a joint venture, or a partnership. RDS shall be solely responsible for its actions or omissions in performing the duties under this AGREEMENT, and shall hold COUNTY harmless from any and all claims for negligence or other wrongdoing, including attorneys fees and costs, and any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

7. Binding Effect.

This AGREEMENT shall be binding upon the parties, and their respective successors and assigns.

8. Governing Law.

This AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

9. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RDS and the COUNTY, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation, before a mediator agreed upon by the parties. 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.

10. Final Dispute Resolution

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the COUNTY and RDS.

11. Entire AGREEMENT

This AGREEMENT contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

If any one or more provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

PRA Government Services, LLC

By: Elton N. Dean, Sr.
Elton N. Dean, Sr, Chairman

By: Kennon Walthall
Kennon Walthall, President

Date: _____

Date: 5/31/12

Date: 10/01/2013

Invoice #: 93721

ID: 1101

Mr. Donald L. Mims
County Administrator
Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with
questions about this charge at
(202)942.4291 / Fax: (866)467.1825

INVOICE

DATE	DESCRIPTION	AMOUNT
	Montgomery County County Membership Dues 01/02/2014 - 12/31/2014 NACo membership is a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources. NACo provides members with essential cost-saving tools such as the NACo Prescription Discount Card Program, US Communities, the NACo Dental Discount Program, the Deferred Compensation Program and more! These programs bring real dollars back to your county and your residents through your membership. In addition, NACo offers tons of free information, education, publications and training through webinars which allow a county employee to attend a session without leaving their office, at NO COST to members. NACo also provides County News, Washington Watch, Conferences, the Grants Resource Center, Research, and so much more! To top it all off, NACo fights for your interests in Washington, DC, the only national voice for America's counties, NACo's expert team works to stop unfunded mandates and onerous regulations while defending essential programs. For additional information, please contact Alex Koroknay-Palicz, Membership Coordinator, at 1-888-407-NACo (6226) x291 or e-mail akpalicz@naco.org.	\$4,587
TOTAL		\$4,587

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 1101

Montgomery County
PO BOX 1667
Montgomery, AL 36102-1667

Date: 10/01/2013

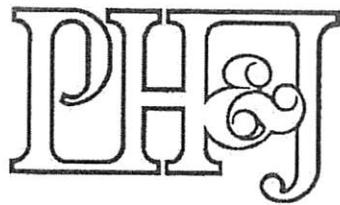
Invoice #: 93721

Amount: \$4,587

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007



We encourage you to submit payments electronically by ACH credit to:
Bank Routing # (ABA) – 021052053
Account # 93404817



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffin Harris, AIA
Patrick T. Addison, AIA

Monday, October 14, 2013

Mr. Donald Mims, Administrator
Montgomery County Commission, Montgomery, Alabama
Post Office Box 1667
Montgomery, AL 36102-1667

RE: Exterior Weatherization for the Montgomery County Courthouse Annex 1 – Phase 2
(Window Wall) for the Montgomery County Commission - Montgomery, Alabama
PH&J #0818-GVG

Mr. Mims:

CannDauSon Construction has completed their contractual work for the above-mentioned project and it is my recommendation that their final pay application request be paid in full.

All punch list items are complete and close-out document turned over.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Cc: Griff Harris, Patricia Silas, Brian Klinkhammer, File

SUMMARY OF OWNER-CONTRACTOR ACCOUNT

To: Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

PH&J Project: Exterior Weatherization for Montgomery Co.
 Courthouse-Annex I-Phase II-(Window Wall)
 Project: 0818-GVG

Attn: Mr. John Mitchell

Contractor: CannDauSon Construction, Inc.

We have reviewed the Contractor's Application for Payment (Copy Attached) and have summarized below for your convenience this and previous applications, and the status of this account.

Record of Contract Adjustments

Date	Document	Subject	Add/Deduct Amount	Current Adjusted Contract Sum
11/19/12	Original Contract			469,593.00
07/09/13	Change Order #1	Replace broken glass, materials, sales tax credit	(27,988.27)	441,604.73

Tabulation of Certified Payments

Pay Contractor > CannDauSon Construction, Inc.

23,479.86

Date	Certificate Number	Current Contract Sum	Amount of Attached Certificate	Previously Certified	Total Certified to Date	Balance not yet Certified
02/07/13	1	469,593.00	7,453.70	-	7,453.70	
		Materials	-	-	-	
		Sales Tax	-	-	-	462,139.30
03/07/13	2	469,593.00	17,173.15	7,453.70	24,626.85	
		Materials	-	-	-	
		Sales Tax	-	-	-	444,966.15
04/17/13	3	469,593.00	105,222.53	24,626.85	129,849.38	
		Materials	17,402.06	-	17,402.06	
		Sales Tax	1,740.20	-	1,740.20	320,601.36
05/02/13	4	469,593.00	84,522.18	129,849.38	214,371.56	
		Materials	15,378.08	17,402.06	32,780.14	
		Sales Tax	1,537.81	1,740.20	3,278.01	219,163.29
06/09/13	5	469,593.00	136,218.29	214,371.56	350,589.85	
		Materials	6,418.80	32,780.14	39,198.94	
		Sales Tax	641.88	3,278.01	3,919.89	75,884.32
06/25/13	6	469,593.00	50,088.99	350,589.85	400,678.84	
		Materials	2,105.16	39,198.94	41,304.10	
		Sales Tax	210.52	3,919.89	4,130.41	23,479.65
09/25/13	7	441,604.73	17,446.24	400,678.84	418,125.08	23,479.65
10/14/13	8-Final	441,604.73	23,479.65	418,125.08	441,604.73	-

PH&J architects, inc.

Distribution: 3 copies to owner

By: _____

Chevette Culver

CONTRACTOR'S REQUEST FOR PARTIAL PAYMENT

Project Name: Exterior Weatherization for Montgomery County Courthouse Annex 1
Phase II (Window Wall)
 Project No: PHJA 0818GVG

Invoice Number: 8
 RETAINAGE
 Date: 9/10/2013

OWNER

Montgomery Co. Commission
 PO Box 1667
 Montgomery, AL 36102-1667

CONTRACTOR AND REMITTANCE ADDRESS

CannDauSon Cons., Inc.
 PO Box 680423
 Prattville, AL 36068

COMPLETE

	TOTAL CONTRACT	APPROX. % COMPLETE	AMOUNT COMPLETE
1. TOTAL ORIGINAL CONTRACT	\$ 469,593.00	100.00%	\$ 469,593.00
2. CHANGE ORDER No (s) <u>1</u> TOTAL	\$ (27,988.27)	0.00%	\$ (27,988.27)
3. TOTAL ADJUSTED CONTRACT (Lines 1 + 2)	\$ 441,604.73	100.00%	\$ 441,604.73
4. STORED MATERIALS - MUST ATTACH INVENTORY OF STORED MATERIALS LIST			\$ -
5. TOTAL AMOUNT COMPLETE PLUS STORED MATERIALS (Lines 3 + 4)			\$ 441,604.73
6. LESS RETAINAGE: 5%			\$ -
7. SUBTOTAL #1 (Line 5 Minus Line 6)			\$ 441,604.73
8. ONE-HALF CASH DISCOUNTS TAKEN	\$ -		
9. SALES AND USE TAX SAVINGS (10%)			
10. NET MAT. INVOICES PAID (<u>1</u> through <u>5</u>) Transmittals Taken Out at CO #1			
11. TAX AGREEMENT TOTAL (Lines 8 + 9 + 10 only)			\$ -
12. SUBTOTAL #2 (Line 7 Minus Line 11)			\$ 441,604.73
13. LESS TOTAL OF PREVIOUS PARTIAL PAYMENTS			\$ 418,125.08
14. BALANCE DUE CONTRACTOR THIS ESTIMATE (Line 12 Minus Line 13)		RETAINAGE	\$ 23,479.65

OUTSIDE ARCHITECT APPROVAL (If applicable)

PH&J Architects, Inc.
 BY: B. J. H. DATE: 10-10-13

OWNER APPROVALS:

BY _____ DATE: _____

BY _____ DATE: _____

BY _____ DATE: _____

CONTRACTOR CHECKED AND APPROVED

I CERTIFY THAT THE ABOVE ACCOUNT IS CORRECT AND JUST, THAT THERE ARE NO PENDING MATERIAL INVOICES ASSOCIATED WITH THE PERCENTAGES BILLED ON THIS PAY APPLICATION, THAT IT IS REPRESENTATIVE OF THE AMOUNTS BILLED TO ME BY MY SUBCONTRACTORS, AND THAT PAYMENT FOR THIS WORK HAS NOT BEEN RECEIVED.

BY: Ed P. Iselt DATE: 9/13/13
 TITLE: V. President

SCHEDULE OF VALUES

Project Name: Exterior Weatherization for Montgomery Co. Courthouse Annex 1 Phase II		CONTRACTOR: CannDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068		DATE OF REPORT	
Window Wall - Montgomery, AL		ARCHITECT: PH&J Architects, Inc. 807 S. McDonough St. Montgomery, AL 36101		PROCEED DATE	
PROJ#: PHJA 0818GVG				PROJECTED COMPLETION DATE	
				7/6/2013	

A ITEM NO.	B DESCRIPTION OF WORK	ESTIMATED QUANTITY	UNIT	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED PREVIOUS APPLICATIONS	E COMPLETED THIS PERIOD	F MATERIALS STORED TO DATE	G TOTAL COMPLETED AND STORED TO DATE	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE
	General Requirements											
1a	Supervision	1	ea		\$37,571.00	\$37,571.00			\$37,571.00	100%		\$1,879
1b	Mobilization	1	ea		\$4,399.00	\$4,399.00			\$4,399.00	100%		\$220
1c	Bond, Insurance , Ad of	1	ea		\$8,018.00	\$8,018.00			\$8,018.00	100%		\$401
	Completion & Project Sign											
1d	Fuel	1	ea		\$2,760.00	\$2,760.00			\$2,760.00	100%		\$138
1e	Temporary Facilities & Clean Up	1	ea		\$6,569.00	\$6,569.00			\$6,569.00	100%		\$328
1f	Administration	1	ea		\$3,519.00	\$3,519.00			\$3,519.00	100%		\$176
	Concrete											
3a	Patch Rail Posts	1	ea		\$575.00	\$575.00			\$575.00	100%		\$29
	Building Protection											
7a	Waterproofer's Mobilization	1	ea		\$16,100.00	\$16,100.00			\$16,100.00	100%		\$805
7b	Cleaning											
	Materials	1	ea		\$2,057.00	\$2,057.00			\$2,057.00	100%		\$103
	Labor	1	ea		\$14,810.00	\$14,810.00			\$14,810.00	100%		\$741
7c	Water Repellent											
	Materials	1	ea		\$1,655.50	\$1,655.50			\$1,655.50	100%		\$83
	Labor	1	ea		\$9,845.50	\$9,845.50			\$9,845.50	100%		\$492
7d	Caulking & Wet Glazing											
	Materials	1	ea		\$12,667.51	\$12,667.51			\$12,667.51	100%		\$633
	Labor	1	ea		\$137,790.49	\$137,790.49			\$137,790.49	100%		\$6,890
7e	Slispan											
	Materials	1	ea		\$1,897.50	\$1,897.50			\$1,897.50	100%		\$95
	Labor	1	ea		\$38,353.50	\$38,353.50			\$38,353.50	100%		\$1,918
7f	Membrane Roofing											
	Materials	1	ea		\$16,406.70	\$16,406.70			\$16,406.70	100%		\$820
	Labor	1	ea		\$73,261.30	\$73,261.30			\$73,261.30	100%		\$3,663
7g	Metal Wall Panels & Soffit											

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SCHEDULE OF VALUES

Project Name: Exterior Weatherization for Montgomery Co. Courthouse Annex 1 Phase II		CONTRACTOR: CamDauSon Construction, Inc. PO Box 680423 Prattville, AL 36068		DATE OF REPORT	
Window Wall - Montgomery, AL		ARCHITECT: PH&J Architects, Inc. 807 S. McDonough St. Montgomery, AL 36101		PROCEED DATE	
PROJ#: PHJA 0818GVG				PROJECTED COMPLETION DATE	
				7/6/2013	

A ITEM NO.	B DESCRIPTION OF WORK	C ESTIMATED QUANTITY	D UNIT	E UNIT PRICE	F SCHEDULED VALUE	G WORK COMPLETED PREVIOUS APPLICATIONS	H E THIS PERIOD	I F MATERIALS STORED TO DATE	J G TOTAL COMPLETED AND STORED TO DATE	K H % (G/C)	L I BALANCE TO FINISH (C-G)	M J RETAINAGE
	Materials	1	ea		\$6,130.21	\$6,130.21			\$6,130.21	100%		\$307
	Labor				\$1,942.79	\$1,942.79			\$1,942.79	100%		\$97
	Doors & Windows											
8a	Screw Windows Closed	1	ea		\$11,500.00	\$11,500.00			\$11,500.00	100%		\$575
8b	Glass Repair	1	ea		\$8,510.00	\$8,510.00			\$8,510.00	100%		\$426
	Finishes											
9a	Exterior Coating											
	Materials	1	ea		\$4,620.09	\$4,620.09			\$4,620.09	100%		\$231
	Labor	1	ea		\$41,379.91	\$41,379.91			\$41,379.91	100%		\$2,069
9b	Metal Studs & Sheetrock	1	ea		\$886.00	\$886.00			\$886.00	100%		\$44
9c	Interior Painting	1	ea		\$575.00	\$575.00			\$575.00	100%		\$29
9d	Plaster	1	ea		\$1,725.00	\$1,725.00			\$1,725.00	100%		\$86
	Mechanical											
15a	HVAC	1	ea		\$3,034.00	\$3,034.00			\$3,034.00	100%		\$152
	Electrical											
16a	Electrical	1	ea		\$1,034.00	\$1,034.00			\$1,034.00	100%		\$52
	Change Order #1	1	ea		-\$27,988.27	-\$27,988.27			-\$27,988.27	100%		
	GRAND TOTAL				\$441,604.73	\$441,604.73			\$441,604.73	100%		\$23,479.65

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NOV - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 5

County Commission
DEPARTMENT: Appropriations REVIEWED: S. Thomas 10/22/2013
DATE: 10/22/2013 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Dance Theater	001-57600.450	0	5,000	5,000
Misc In-House Appropriations	001-59310.498	69,493	-5,000	64,493
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		69,493	0	69,493

JUSTIFICATION:

To provide funds to the Alabama Dance Theater for programs benefitting the Montgomery area.

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: **County Commission**DEPARTMENT HEAD: **Donald L. Mims**SUPERVISOR: **Donald L. Mims**1 POSITION TITLE **Deputy Administrator, County Commission**POSITION NUMBER **200164010**PROPOSED EFFECTIVE DATE **11/4/13**TYPE OF APPOINTMENT ☒ PERMANENT ☐ TEMPORARY

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENTPAY GRADE **A15, Step 01 \$85,445**

 Department Head

Date _____

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 # 4

Agenda

NOV - 4 2013

Date: October 24, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: November 12, 2013 Return Date: November 13, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend media relations training

Traveler (s) Name: 1. Brandi Alexander 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: \$295.00

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

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

The above request is app. 11/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$295.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$75.00</u>
Budget Available:	<u>\$2,925.00</u>
Current Requests:	<u>\$600.00</u>
Budget Balance:	<u>\$2,325.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/28/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

NOV - 4 2013

Date: October 30, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al
Departure Date: November 21, 2013 Return Date: November 21, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: to attend Annual Public Employees Safety Council of Alabama Conference
at Gateway Park Lodge

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

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$50.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$50.00 each person

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

The above request is app. 11/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$50.00 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>\$193.96</u>
Budget Available:	<u>\$14,806.04</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$14,706.04</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 10/30/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

NOV - 4 2013

Date: October 30, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Opelika, Al
Departure Date: December 9, 2013 Return Date: December 12, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend OSHA General Industry Training Course

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: \$709.45 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Lodging - \$336.00; Mileage - \$73.45; Meals - \$300.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 11/04/13 reimbursement of actual and necessary expenses in the
approximate amount of \$709.45 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>\$193.96</u>
Budget Available:	<u>\$14,806.04</u>
Current Requests:	<u>\$809.45</u>
Budget Balance:	<u>\$13,996.59</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/30/2013

cc: Finance Director / Buyer

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Probate Elections	REVIEWED:	S. Thomas	10/29/2013
DATE:	10/29/2013	Finance Director		Date
REQUESTED BY:	Daniel Baxter	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
2013 Special Election Cost Center:				
Election Reimb-Special Elec	001-40000.44232	0	(78,812)	(78,812)
Extra Help	001-51913-115	0	28,988	28,988
Election Official Fee	001-51913-175	0	26,500	26,500
Voting Equipment Delivery	001-51913-183	0	6,000	6,000
Office Supplies	001-51913-211	0	8,332	8,332
Ballots/Misc. Supplies	001-51913-219	0	31,800	31,800
Postage	001-51913.252	0	1,980	1,980
Advertising	001-51913.253	0	4,200	4,200
Fund Balance	001.35900		(28,988)	
TOTAL		\$0	\$0	\$28,988

JUSTIFICATION:

To cover the cost of the 2013 State Special Elections to be held in October and December 2013 not incurred prior to September 30, 2013. A budget change was approved September 3, 2013 for the cost of the elections. This represents the budget being carried over to fiscal year 2014 for the election expenditures incurred after September 30, 2013. The state will reimburse eligible expense at 100%.

NOV - 4 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 2

DEPARTMENT: Probate REVIEWED: S. Thomas 10/30/2013
DATE: 10/30/2013 Finance Director Date
REQUESTED BY: Probate Judge Steven Reed APPROVED: Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51300.115	0	100,000	100,000
Social Security	001-51300.124	165,955	7,650	173,605
Workers Compensation	001-51300.125	21,692	1,000	22,692
Fund Balance			(108,650)	
TOTAL		\$187,647	\$0	\$296,297

JUSTIFICATION:

To budget for the estimated costs of hiring 8 Part-time Retired employee Customer Service Clerks approved 10/21/13.



October 23, 2013

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall 
Montgomery County Sheriff's Office

SUBJECT : Enterprise Messaging Phones through Verizon

I am in full support of the Enterprise Messaging Phone System through Verizon as a tool to notify employees in the Montgomery County Complex of an emergency. The system can be expanded to notify citizens in Montgomery County of an emergency if the Commission so desires. This system will be provided at no cost to Montgomery County. Mr. Lou Ialacci is also implementing a system for an e-mail emergency notification through the County system to notify employees of a pending emergency.

I am requesting that the County Commission waive rules and put this matter before the County Commission for their information and/or approval of the Verizon document attached.

This system will greatly improve the safety of our County employees and possibly the citizens of Montgomery County.

DTM/tb



Government Sales Operations
7600 Montpelier Road
Laurel, Maryland 20723

October 15, 2013

Mr. Lou Ialacci
Montgomery County
100 South Lawrence Street
Montgomery, AL 36104

Subject: Enterprise Messaging Plans

Dear Mr. Ialacci:

Verizon Wireless appreciates the opportunity to continue to support Montgomery County with quality wireless services and equipment. Toward that end, Verizon Wireless is making its Unlimited Enterprise Messaging Plan available to Montgomery County at no monthly access charge. The available EMAG plans are detailed in Appendix A. Please note that these plans are being offered as Open Market and are not listed on Verizon Wireless' GSA Federal Supply Schedule contract #GS-35F-0119P.

Verizon Wireless is offering its Enterprise Messaging service to allow Montgomery County to send large volumes of text messages via our fast, reliable and secure network. This one-stop messaging solution is being used, for example, by hospital administrators sending routine and emergency messages to doctors; by dispatchers sending priority messages to drivers; by inventory managers sending updates to shipping and receiving employees; or by educational institutions sending messages to students and faculty about building closures.

These messages are sent to mobile devices based on the mobile device owner either individually selecting to "opt-in" for the service or based on mandatory enterprise-wide enrollment, depending on your application.

Enterprise Messaging benefits include:

- Support for High Volume Messaging;
- Support for Two Way Messaging;
- Could be used as a Pager replacement.

Enterprise Messaging Web Portal

The Enterprise Messaging Web Portal is a self-serve tool that helps manage administrative activities, such as creating Group and Contact Lists and allowing the customer to send messages. Web Portal users can view reports, including scheduled messages, number of messages sent and received, delivery time and receipts. The Web Portal supports three protocols: Simple Network Paging Protocol (SNPP), Wireless Communications Transfer Protocol (WCTP) and Simple Mail Transfer Protocol (SMTP). Additionally, the Web Portal will help expedite delivery for messages through dedicated Internet Protocol (IP) addresses to prevent blocking or delay of message delivery. Montgomery County IP addresses and domains must be validated by Verizon Wireless' Data Sales Engineers to qualify for the Enterprise Messaging. Additional requirements will apply.

Proprietary information.

Not for disclosure outside of Verizon Wireless or the Government without written authorization.

17-3

Verizon Wireless offers EMAG at no charge to Public Safety customers only as defined by the following NAICS (formerly SIC) Codes:

621910 Ambulance Services

922110 Courts

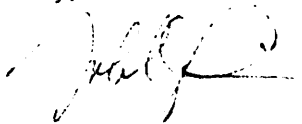
922120 Police Protection

922160 Fire Protection

922190 Other Justice, Public Order, and Safety Activities

Verizon Wireless requires a signed agreement in order to provision its EMAG (see Appendix A); please sign the form and fax it back to (301) 362-3913. Should you have any questions regarding this matter, please contact Rachel Sirico by phone at (334) 750-0225 or via email at: Rachel.Sirico@vzw.com.

Sincerely,



Todd Luccisano

Executive Director, Enterprise & Government Contracts

Appendix A - Enterprise Messaging Plans

Enterprise Messaging Plans For MONTGOMERY COUNTY		
Please note that these plans are being offered as Open Market. Contingent upon execution of a Blanket Purchase Agreement between the parties.		
Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
Unlimited (For Public Safety/First Responders Only as defined below*)	\$0.00*	--
100,000	\$200.00	\$0.02
Unlimited	\$500.00	--
*The \$0.00 Monthly Access Unlimited plan is only available to Public Safety / First Responders classified with the following NAICS (formerly SIC) Codes: • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922160 Fire Protection • 922190 Other Justice, Public Order, and Safety Activities 1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures 2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is available to Customers that have a valid Blanket Purchase Agreement with at least one hundred (100) active Government Subscribers. Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can only be used to send messages to Verizon Wireless subscribers and Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols. Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech;		

Proprietary information.

Not for disclosure outside of Verizon Wireless or the Government without written authorization.

(iv) contains excessive violence, (v) contains extreme profanity, (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. **Public Safety/First Responders:** Public Safety/First Responders shall not be subject to the minimum one hundred (100) Government Subscriber requirement. Additionally, for eligible Customers, Customer acknowledges and agrees that the \$0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities.

4. **LIMITATIONS:** Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

5. **CUSTOMER'S ENTERPRISE MESSAGING CONTACT:** Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

6. **PILOT MOBILE PHONE:** Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

7. **IP ADDRESSES:** Enterprise Messaging will be available for up to fifteen public static IP addresses for each messaging protocol the Customer uses. Customer's Authorized Enterprise Messaging Contact, shall provide the IP addresses and updates to the addresses in writing on a form provided to Customer by Verizon Wireless. Dynamic IP addresses and IP address ranges are not permitted.

8. **TERMINATION OF SERVICE:** VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or Customer's Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

9. **DISCLAIMER AND LIMITATION OF LIABILITY:** CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPRISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR ENTERPRISE MESSAGING, EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

10. **HOLD HARMLESS:** Customer shall defend and save harmless Verizon Wireless and its successors, assigns, employees, and agents, and their heirs, and legal representatives from any and all claims or demands, arising from Customer's breach of this Agreement.

11. **NO RESELLING:** Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

Proprietary information.

Not for disclosure outside of Verizon Wireless or the Government without written authorization.

12. SUBJECT TO GOVERNMENT AGREEMENT: These terms supplement Customer's Government Agreement as it relates to Enterprise Messaging and EMAG. The terms dealing with Term, Equipment Modifications, Customer Billing and Payment, Taxes, Surcharges and Exemptions, Bankruptcy/Insolvency, Dispute Resolution, Confidential Information, Assignment, Force Majeure, Legal Notices and Governing Law, Venue and Jurisdiction from the Customer's Government Agreement are specifically incorporated herein. If there are any inconsistencies between these terms and Customer's Government Agreement these terms shall control with respect to Enterprise Messaging.

Organization/Agency: Montgomery County

Address: 100 South Lawrence Street, Montgomery, AL 36104

D&B Number: 827775987

NAICS (if applicable): 922120

Name: Mr. Lou Ialacci

Title: _____

Signature: _____

Date: _____

Lou Ialacci

ATTACHMENT A-1

From: Kurth, Peter [Peter.Kurth@VerizonWireless.com]
Sent: Thursday, October 24, 2013 8:46 AM
To: Lou Ialacci
Cc: Sirico, Rachel; Wood, Gary Wayne; Hill, Michael
Subject: Montgomery County and Verizon - Inter-carrier Messaging - RE: EMAG Document

Follow Up Flag: Follow up
Flag Status: Flagged

Lou,

Yes, we do indeed support inter-carrier messaging with our Enterprise Messaging solution.

This includes the ability to send a text message with opt in subscribers on other domestic carrier networks using a fixed 10 digit code. Account must request this capability"

We will work internally to request the formal changes to the contract necessary to reflect recent improvements that allow inter-carrier messaging with our Enterprise Messaging solution. I expect this process will take considerable time. I apologize in advance for the delay and we will update you as we have a better idea on this update.

Thank you

Peter Kurth
Verizon Wireless - Advanced Solutions Architect | Business & Government Solutions
Cell: 256-200-4174 | Email: Peter.Kurth@VZW.com

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<http://verizon.public.brainbankinc.com/Launch>

The World's Biggest Challenges Deserve even bigger Solutions!

<http://www22.verizon.com/powerfulanswers/stories/#video-modal>

From: Lou Ialacci [<mailto:LouIalacci@mc-ala.org>]
Sent: Wednesday, October 23, 2013 2:21 PM
To: Sirico, Rachel
Cc: Kurth, Peter
Subject: EMAG Document

Here is the wording I mentioned on the phone. I think the best thing is for us to get this corrected and plan on presenting it to the Commission at their next meeting on November 4 for their approval. This means I need something as soon as you can get done. The next meeting is less than 2 weeks from now. I will need to get the document to our lawyer and on the agenda for the meeting. I will have to have your new document and the lawyer's letter to the administrator by no later than a week from today. Thanks, Lou

From: Kurth, Peter [Peter.Kurth@VerizonWireless.com]
Sent: Friday, October 11, 2013 11:18 AM
To: Lou Ialacci
Cc: Sirico, Rachel; Hill, Michael; Wood, Gary Wayne
Subject: Montgomery County and Verizon - Enterprise Messaging

You have received 2 files.

Use the secure links below to download

Lou,

Thank you for your time today to discuss Enterprise Messaging.

Here are some links and details for your review. We look forward to working with you to enable this service for the County. We will set up an implementation call for next week to answer any additional questions and discuss next steps.

https://enterprisemessaging.vzw.com/customer_site/jsp/messaging_lo.jsp

Wireless subscribers that have "Opted-in" (signed up) will receive messages from a particular Enterprise Messaging source.

"Opt-in" is a voluntary sign up on an enterprise web site or by filling out an enterprise service-provided form to receive text messages in regards to school closings, routine maintenance updates, natural disasters, traffic updates and more.

When a mobile user no longer wishes to receive these alerts, they must contact the alert originator or "Opt-out" by sending "Stop", "Quit". (to restart send "Start")

Characters per message are limited to 456 on

"Extended Message Length" capable handsets.

All Non-FML capable like BlackBerry & devices or Smartphones will receive 160 characters per message. Messages that are longer will be sent in subsequent order until complete.

The creation of groups or messages is unlimited

Note: Contact lists should be kept to a manageable size; however there is no finite limit to the number of contacts or messages in Enterprise Messaging.

Send and receive EMAG text with opt in subscribers on other domestic carrier networks using a fixed 10 digit code.

Account must request this capability

Acquire Code from MessagingOperations@VerizonWireless.com

Enables unique Account identity at receiving device

Enables threaded messaging and unique ring tones

Enables Mobile Originated to EMAG (except TAP and SNPP)

No additional EMAG or Device charges

Thank you

Peter Kurth

Verizon Wireless - Advanced Solutions Architect | Business & Government Solutions

Cell: 256-200-4174 | Email: Peter.Kurth@VZW.com

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<http://verizon.public.brainbankinc.com/Launch>

The World's Biggest Challenges Deserve even bigger Solutions!

<http://www22.verizon.com/powerfulanswers/stories/#video-modal>

Download Files

Available until: **10 November 2013**

Download File: EMAGUserGuide.pdf

4.22 MBytes,

Download File: VZW EnterpriseMessaging.pdf

355.14 KBytes,

You have received attachment link(s) within this email sent via MyVZFiles Secure File Transfer. To retrieve the attachment(s), please click on the link(s).

Secured by Accellion

NATURE OF WORK: The fundamental reason this position exists is to supervise the planning, organizational, and operational activities and functions for the county as delegated by the County Administrator. Essential functions include: assisting the County Administrator with financial and budget management; planning, organizing and coordinating staffing functions; coordinating and directing county operations and support functions; managing and directing supervisory management training programs; developing and implementing managerial and operational policies and procedures; supervises professional employees; and monitoring the implementation of grant funded programs. Work demands the ability to use independent judgment and initiative when making decisions that impact county operations. This position reports to the County Administrator.

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation. The list of essential functions is to be used as a starting point to determine essential functions for a specific position at a specific location at a specific time. The ADA was intended to be applied on a case-by-case basis with the understanding that one position may differ from another similar position. The performance of "non-essential functions" is not optional for employees not covered under the ADA.

ESSENTIAL FUNCTION: Assists the County Administrator with financial and budget management activities to include monitoring expenditures and program costs, serving as an advisor to division heads or the County Commission, and assuming the responsibilities of the County Administrator in his/her absence.

Serves as a budget advisor at County Commission meetings through research, obtaining and providing facts or information, and preparing reports on request.

Assists in developing annual county budget to include projecting and costing out employee benefits and programs, preparing justifications, conducting analysis on division requests, etc.

Assists divisions in developing annual budgets for the county.

Monitors division expenditures throughout the year in order to anticipate problems and works with division heads and County Administrator to resolve budget variances.

Estimates and develops annual budget projections for employee benefit programs in concert with the Risk Manager.

ESSENTIAL FUNCTION: Plans, organizes and coordinates staffing functions for county and resolves personnel issues including the review of requests for staffing changes, serving as advisor or mediator on personnel issues and researching and developing recommendations for County Commission on staffing or personnel issues.

Assists divisions in resolving personnel issues or matters, to include disciplinary problems or actions, by researching issues, rules or regulations, providing advice or interpretations of personnel policies, rules, regulations and procedures or mediating conflicts.

Assists divisions in determining staffing needs, evaluates requests for staffing changes and makes recommendations based on knowledge of organizational structure, work assignments,

division operations, etc.

Monitors personnel expenditures and actions, to include salary adjustments and overtime expenditures, and advises or recommends appropriate actions to divisions as required.

Conducts research on personnel issues, prepares position papers, presents recommendations to County Commission and implements decisions made by Commission.

Develops, revises and oversees the publication of the Employee Information Handbook.

Advises attorneys on personnel matters in order to resolve employee complaints or grievances and provides court testimony as needed.

ESSENTIAL FUNCTION: Coordinates county operations and support functions with division heads and staff for tasks involving several divisions or agencies to include providing advice and information on county operations, coordinating the use of county resources, ~~such as management information systems~~, facilitating problem solving, evaluating issues facing the county and making recommendations on building construction, renovation or space utilization.

Works with division heads and staff and makes recommendations to resolve operational problems or changes while considering needs and long range plans of county.

Coordinates or secures resources across divisions or agencies in order to accomplish change or to resolve operational problems or issues.

Makes recommendations to Commission on space utilization, building renovations, maintenance or repairs, or building construction using input from staff and knowledge of long range plans of the county.

Assists in overseeing and managing building maintenance and construction projects to include estimating short and long term costs, developing space allocation and utilization recommendations, working with contractors to ensure compliance with specifications or to make changes or modifications to specifications as needed, and monitoring and overseeing expenditures of building or renovation projects.

Works with division or agency heads or staff to determine facility needs and requirements and develops policies and long-range plans for facility use and care to include anticipating and determining costs for maintenance and upkeep of facilities.

~~Assists in coordinating requests for management information systems by coordinating purchases and ensuring management information systems will meet needs of all divisions.~~

~~Reviews and makes recommendations to Commission on management information system requests made by divisions based on knowledge of county needs.~~

Conducts research on issues impacting county operations to include anticipating problems or issues of concern to the Commission, discussing issues with division or agency heads or staff in order to determine their impact, solicit input on solutions, and prepare recommendations for the Commission.

~~Serves as technological advisor to the County Administrator to include research, review, and analysis of technological advancements and trends as needed to assess impact on county operations and recommends a course of action.~~

Monitors progress of legislation, drafts legislative bills, assists in soliciting support from legislators, and evaluates impact of proposed or new legislation on county in conjunction with professional organizations such as the Alabama County Commission Association.

ESSENTIAL FUNCTION: Manages and directs supervisory management training programs.

Coordinates new employee orientation program to include developing program content and conducting presentations.

Coordinates supervisory management training programs to include identifying issues to be discussed, developing program content, securing videos or handouts and conducting program or assigning program to staff.

ESSENTIAL FUNCTION: Develops and implements managerial and operational policies and procedures, such as the Montgomery County Procedures Manual, through discussions with division heads, administrators and staff and by researching trends, court decisions, and changes in federal and state law.

Interprets policies, procedures for staff or Commission and determines the impact of policies and procedures on support functions including finance, purchasing, maintenance, payroll, data automation and employee safety.

Works with County Administrator, division or agency heads or staff to develop or revise and implement operational policies and procedure.

Revises Montgomery County Management Procedures Manual as needed and communicates changes to staff.

Evaluates, interprets and informs divisions or County Administrator on trends, court decisions, state or federal laws regarding changes or additions to policies.

ESSENTIAL FUNCTION: Supervises the Finance Director, ~~Director of Information Systems~~, Risk Manager, Purchasing Manager, Revenue Manager, County Parks and Recreation Superintendent, and Plant Maintenance Manager and ~~Director of Support Services~~ to include assigning work, handling personnel concerns and problems, and recommending disciplinary and other personnel actions.

Assigns tasks and duties with timelines and instruction.

Reviews work products and subordinates' work performance in order to evaluate effectiveness and productivity of subordinates.

Provides feedback and counseling to subordinates regarding performance.

Recommends disciplinary action and other personnel actions to the County Administrator.

ESSENTIAL FUNCTION: Monitors the implementation of grant-funded programs; and reviews the budget for federal and state match budgets to ensure that federal money is spent in accordance with grant work plans following guidelines of granting agents in order to ensure compliance with guidelines of granting agents and with all applicable codes, laws, rules, regulations, standards, policies, and procedures.

Researches and identifies possible grant resources and recommends the application for the funds.

Oversees the implementation of grant-funded programs and analyzes the effectiveness and usefulness of such programs.

Works with Central Alabama Regional Planning and Development Commission, elected officials, and grant consultants and others in the application for grants and monitoring the

implementation of grants.

Reviews the application process in order to ensure accuracy and compliance with program guidelines.

KNOWLEDGE, SKILLS AND ABILITIES: Knowledge of budgeting methods and techniques as needed to project and estimate costs, prepare justifications or make recommendations regarding budget.

Knowledge and awareness of trends to determine long and short range needs for county and to coordinate requests between divisions based on varied needs.

Knowledge of administrative research methods and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of division operations and procedures as needed to make recommendations regarding staffing, space or facility utilization, general operations, or to coordinate equipment and human and material resources.

Knowledge of local, state and federal laws, regulations, principles and procedures relating to governmental budgeting, accounting, and procurement to include knowledge of bid requirements.

Knowledge of grant resources as needed to identify possible funding sources and to apply for those funds.

Knowledge of local, state and federal laws, regulations and requirements regarding employee benefit programs and personnel issues or matters to include, but not limited to, Personnel Rules and Regulations, Title VII, Fair Labor Standards Act, Americans with Disabilities Act and Family Medical Leave Act.

Ability to interpret local, state and federal laws, rules and regulations for division heads, employees or citizens and to apply them appropriately to specific situations or circumstances.

Ability to plan, both long and short range, in order to coordinate and direct county operations.

Ability to modify existing policies, strategies and/or methods or operations to meet unusual or changing conditions within the context of existing management principles.

Ability to evaluate organizational changes or trends and to determine appropriate action for the county based on direction provided by the County Administrator and on knowledge of the needs of the county.

Ability to evaluate the impact of changes to local, state and federal laws on county operations.

Ability to effectively coordinate human resources, equipment and other resources and to handle numerous tasks and projects simultaneously.

Ability to present factual information and ideas, both orally and in writing, to include writing position papers, memos, reports, policies, procedures or legislative bills.

Ability to analyze and evaluate data and information provided by staff or reports such as legal briefs, economic or organizational analysis in order to determine when enough information is available to take action, to define consequences and to consider and select alternatives in order to make a decision or to develop recommendations for Commission based on organizational needs, benefits and costs.

Ability to establish and maintain effective work relations with employees, division heads,

citizens, and elected officials.

Ability to solicit and utilize input received from divisions when making decisions regarding programs, policies or operations.

Ability to supervise employees to include assigning and reviewing work, providing constructive feedback, and recommending discipline.

Ability to comprehend and interpret grant objectives and guidelines as needed to ensure grants meet county needs and priorities.

MINIMUM QUALIFICATIONS: Masters degree in public or business administration and a minimum of ten years of progressive management and supervisory experience in administration, finance, or personnel administration, with at least five of the ten years at an executive-level management position such as a division, department or agency head, or any equivalent combination of education and experience. Experience in a county or municipal environment is preferred.

ACKNOWLEDGMENTS:	
_____ Administrator, County Commission	_____ Date
_____ Chairman, County Commission (with concurrence of Commission)	_____ Date

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
ASSISTANCE ALLOCATION – LETTER OF AGREEMENT**

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. PERRY ST MONTGOMERY, AL 36104-4243		2. Issuing Office & Address: Alabama Law Enforcement Agency PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2013	4. Amount of: Federal: \$15,915.00 Total: \$15,915.00	5. Effective Dates Begin: 10/8/2013 End: 02/27/2015	6. Grant Number: 3FIL HazMat 7 Heavy Rescue 7

MONTGOMERY COUNTY SHERIFF'S DEPARTMENT is herein referred to as the Sub-grantee, the Alabama Law Enforcement Agency is herein referred to as ALEA, and FY 2013 is herein referred to as the Agreement Fiscal Year.

1. **Applicable Federal Regulations:** The sub-grantee must comply with the Code of Federal Regulations (CFR), as applicable: 2 CFR Part 220, Cost Principles for Educational Institutions; 2 CFR Part 225, Cost Principles for State and Local Governments; 2 CFR Part 230, Cost Principles for Non-Profit Organizations; and 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations. Also, the sub-grantee must comply with the provisions of 44 CFR: Emergency Management and Assistance, applicable to grants and cooperative agreements including Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. In addition, the sub-grantee must comply with Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations.

2. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulation referenced above.

3. **Audit Requirements:** The sub-grantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by ALEA and/or any of its duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with OMB Circular A-133. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the sub-grantee has not expended the amount of federal funds that would require a compliance audit. The sub-grantee agrees to accept these requirements.

4. **Non-Supplanting Agreement:** The sub-grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the sub-grantee must stop charging the grant for the new position. Upon filling the vacancy, the sub-grantee may resume charging for the grant position.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR) following the award.
6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing by ALEA, prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings for individual consultants/contractors must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. Personnel and Travel Costs: The US DHS Financial Guide is the source document for all homeland security grant related financial matters, including personnel and travel costs. Sub-grantees must comply with the provisions in this guide. This guide has been distributed by ALEA annually during the past several years and is available upon request. Personnel and travel costs must also be consistent with the jurisdiction's policies and procedures, and must be applied uniformly to both federally financed and locally financed activities of the agency. In the absence of jurisdictional requirements, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. *However, at no time can the agency's travel and lodging expenses rates exceed the federal rates established by the U.S. General Services Administration (GSA).* Also note that the US DHS Financial Guide provides a listing of unauthorized expenses. Be advised that tips while on travel are not allowable and food/beverage expenses are restricted.
10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the sub-grantees approved project plan and budget. Items submitted for reimbursement must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Grants failing to meet this requirement without prior written approval are subject to cancellation. Additionally, payments will be adjusted to correct previous overpayments, disallowances or under payments resulting from audit.
12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Equipment purchases may only include items included in the Authorized Equipment List (AEL). Additionally, effective control and accountability must be maintained for all grant cash, real property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payroll documentation, time and attendance records, contract documents, grant award documents, etc.
13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

- a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;
- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
- c. The accounting system should provide accurate and current financial reporting information;
- d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

14. Property Control:

- a. Effective control and accountability must be maintained for all grant-purchased property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should ensure proper use, maintenance, protection and preservation of such property.
- b. Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
- c. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to ALEA immediately. Property will only be transferred for property disposal if it is certified as no longer serviceable and coordinated in advance with ALEA.
- d. Vehicles: The AEL, section 12 (Vehicles) indicates that special-purpose vehicles may be purchased and used only for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. The mileage for all vehicles purchased with homeland security grant funds will be checked during periodic monitoring visits. Licensing, registration, insurance and other fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
- e. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Decals displaying the ALEA logo and the above phrasing may be obtained by contacting the ALEA.

- 15. Performance: This grant may be terminated or fund payments discontinued by ALEA where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by ALEA. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from ALEA, the sub-grantee shall reimburse ALEA the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse ALEA for payments made.
- 16. Deobligation of Grant Funds: All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by ALEA.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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17. Americans with Disabilities Act of 1990 (ADA): The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.
19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when ALEA determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant, or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), FEMA. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security". The sub-grantee also agrees that one copy of any such publication will be submitted to ALEA to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. ALEA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
25. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by ALEA Guidelines or "Special Conditions" placed on the grant award.
26. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by ALEA. Failure to comply could result in a "Stop Payment" being placed on the grant.
27. Leasing of Space: Requests to lease space for any purpose must be coordinated in advance with ALEA and documented in budget detail worksheets. Specific provisions are provided below.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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- a. Equipment Storage: Rental or leasing of space for a newly acquired, allowable equipment items is allowable. Grant funds may be used to cover only the portion of the rental/lease period that occurs during the grant project period. Supplanting of previously planned or budgeted activities is strictly prohibited.
- b. Exercises: Rental or leasing of space for design, development, conduct and evaluation of exercises is allowable. This includes the costs related to the rental of space/locations for both exercise planning and conduct.
- c. Office Space: Leasing of office space is generally not authorized. In certain cases, it may be approved based on the requirements for hiring new personnel. The request to lease space for new personnel must be coordinated in advance with ALEA. If approved, the total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA, ALEA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provided to the SAA (ALEA). A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot be used for mortgage payments as this is unallowable.

28. Suspension or Termination of Funding: ALEA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:

- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions or special conditions of this grant, including property accountability and vehicle usage.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
- d. Failure to submit reports on a semi-annual basis and as otherwise required.
- e. Filing a false certification, other report or document.
- f. Other good cause shown.

29. National Incident Management System (NIMS): The State met the NIMS compliance requirements in order to receive FY13 homeland security grant funding. The jurisdictions and agencies that established NIMSCAST accounts and submitted their annual rollups by the annual deadline are also eligible to receive FY13 homeland security grant funding.

a. County sub-grantees of FY13 Homeland Security grants (i.e., those that met the NIMS compliance requirements) may only allocate or use HS funding for those cities, towns, and agencies that also met the annual NIMS deadline. The listing of NIMS compliant jurisdictions and agencies will be documented, maintained, and distributed by the NIMS point of contact at AEMA.

b. If any County allocates or uses FY13 Homeland Security funding for a city, town or agency that is not NIMS compliant, ALEA will not process the reimbursement request and it will be returned without action.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
TERMS AND CONDITIONS**

30. Alabama Mutual Aid System Agreement (AMAS): When funding is provided for Alabama Mutual Aid System (AMAS) related activities, the sub-grantee agrees to remain a party to the AMAS program.
31. Budget Detail Worksheet (BDW):
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Law Enforcement Agency (ALEA) and must await formal approval of the worksheet in writing from ALEA prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance, and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the ALEA web site. Additionally, a revised worksheet must be submitted for addition or deletion of all items from the original worksheet. If additions, deletions, or changes in cost total \$5000.00 or more, a new signature sheet by stakeholders is also required. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. The electronic budget detail worksheet is a requirement in addition to the paper copies that may have been submitted previously.
- b. Special Instructions: In regard to law enforcement, the sub-grantee agrees to spend the appropriate percentage of this grant in compliance with US DHS grant guidance and ALEA special instructions. Additionally, the amount to be spent and the percentage for the expenditures for law enforcement will be documented in a letter and attached to the budget detail worksheet.
32. Metropolitan Medical Response System (MMRS):
- a. The MMRS leadership shall ensure that local strategic goals, objectives, operational capabilities, and resource requirements align with State's Homeland Security strategies. The responsibilities of MMRS sub-grantees are to:
- Establish and support designated MMRS leadership, such as a Steering Committee, to act as the designated POCs for program implementation. Committees must be established and meet on an appropriate periodic basis in accordance with the committee charter. In addition to appropriate local officials and stakeholders, the committee membership must also include a representative from the State Department of Public Health.
 - Promote integration of local emergency management, health, and medical systems with their Federal and State counterparts through a locally established multi-agency, collaborative planning framework
 - Promote sub-State regional coordination of mutual aid with neighboring localities
 - Enhance, using MMRS funds, sub-State regional planning and training to expand and improve an integrated, inclusive health and medical response to mass casualty events
 - Validate the sub-grantee's local emergency response capability to a mass casualty incident by means of a regular schedule of exercises that are Homeland Security Exercise and Evaluation Program (HSEEP)-compatible.
 - Coordinate all MMRS expenditures with the local health department and, where appropriate, local representatives who manage PHEP grants, managed by CDC, and HPP, managed by HHS-ASPR, and Strategic National Stockpile.
 - Have applicable and up to date plans for responding to mass casualty incidents caused by any hazard
 - Applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
 - Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained
 - Have subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual levels of independence in general population environments

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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- b. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to ALEA for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
33. Homeland Security Funded Exercises: All exercises conducted with HSGP funding must be executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and be in line with NIMS. The Alabama Emergency Management Agency serves as the single point of contact for homeland security and emergency management related exercises within the state. All exercises must be coordinated in advance with the designated AEMA exercise point of contact in advance of the exercise planning cycle. The AEMA POC must be kept informed during each step of the exercise process. In accordance with HSGP grant guidance, grant recipients must ensure that an After Action Report and an Improvement Plan are prepared for each exercise conducted with US DHS and FEMA support (grant funds and direct support). The two reports must be coordinated with the AEMA exercise point of contact and submitted to the FEMA secure portal within 60 days following each exercise.
34. Overtime and Backfill: Sub-grantees must read and comply with the funding restrictions provided in FY13 HSGP grant guidance. A summary of the funding restrictions pertaining to overtime is provided below. Overtime will not normally be authorized and all requests for overtime must be coordinated in advance and approved by ALEA.
- a. Organizational Overtime: Overtime costs are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by the Maritime Transportation Security Act of 2002), DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams.
- b. Operational Overtime: In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites during DHS-declared periods of increased security. Subject to these elevated threat level conditions, HSGP funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructure sites. In order to spend FY13 HSGP funds on operational overtime costs prior approval in writing must be provided by the FEMA Administrator. Consumable costs, such as fuel expenses are *not allowed* except as part of the standard National Guard deployment package.
35. Construction and Renovation: The use of HSGP funds for construction and renovation is generally prohibited unless it is a necessary component of a security system at a designated critical infrastructure facility or unless it involves erection of communications towers included in the interoperable communications plan. Construction and renovation projects must be coordinated in advance with ALEA and documented/approved in budget detail worksheets. Additionally, sub-grantees must provide to the SAA (ALEA) appropriate documentation required by HSGP grant guidance (for forwarding to FEMA) prior to draw down of funds. Sub-grantees must also refer to and comply with FEMA information bulletin #329, Environmental Planning and Historic Preservation Requirements for Grants. Projects that were initiated or completed before an EHP review was concluded and used HSGP funds will be de-obligated. MMRS funds may not be used for any type of construction.
36. Special Instructions: N/A

CERTIFICATION BY COUNTY HOMELAND SECURITY (HS) POINT OF CONTACT (POC)

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of Project Director as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Derrick Cunningham

Title: Chief Deputy

Agency Address: 115 South Perry St. Montgomery, AL 36104

Phone Number: (334) 832-1646

Fax Number: (334) 832-7113

Mobile Number: (334) 850-1329

E-Mail Address: DerrickCunningham@mc-ala.org

Signature: Derrick Cunningham

Date: 10-22-13

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

I certify that I understand and agree to comply with the general and fiscal provisions of this grant application including the terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to perform the tasks of the Official Authorized to Sign as they relate to the requirements of this grant application; that costs incurred prior to Grantee approval may result in the expenditures being absorbed by the sub-grantee; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name:

Title:

Agency Address:

Phone Number:

Signature:

Date:

**NOTE: THE POC AND THE COUNTY OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON.
STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS
WITHOUT ALEA APPROVAL.**

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: Spencer Collier

Title: Secretary, Alabama Law Enforcement Agency

Signature: Spencer Collier

Date: 10/9/2013 **20-9**

Initial Here (D.C)

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SCMD) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
- (4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

**3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES
RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (2) Establishing an on-going drug-free awareness program to inform employees about --
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);
- (4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;
- (6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

**B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- APPLICABLE TO GRANTEES
RECEIVING \$50,000 OR MORE.**

As required by the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

- A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

ACCEPTANCE OF AUDIT REQUIREMENTS

We agree to have an audit conducted in compliance with OMB Circular A-133, if required. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s) to the following:

Alabama Law Enforcement Agency
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

The following is information on the next organization-wide audit which will include this agency:

1. *Audit Period:	Beginning		Ending		
2. Audit will be submitted to ALEA Accounting Office by:					
				(Date)	

NOTE: The audit or written certification must be submitted to ALEA, *no later than the ninth month after the end of the audit period.*

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance with OMB Circular A-133.

Any information regarding the OMB Circular audit requirements will be furnished by ALEA, upon request.

***NOTE:** The Audit Period is the organization's fiscal or calendar year to be audited.

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Form Completed By

Name:

Title:

Signature:

20-12

Initial Here

D.C.

**DISTRICT ATTORNEY
POSITION FILL REQUEST**

DEPARTMENT HEAD: **Ellen Brooks**

SUPERVISOR: **Jerry Bloodsworth**

POSITION TITLE: Investigator II

POSITION NO: 430002002

PROPOSED EFFECTIVE DATE: 11/4/13

TYPE OF APPOINTMENT: ☒ (X) PERMANENT ☐ () TEMPORARY

RECRUITING:

☒ (X) OPEN

☐ () TRANSFER

☐ () PROMOTION

☒ (X) PROMOTION/TRANSFER

PAY GRADE: PS-06

SALARY RANGE: \$61,180 – \$87,091

Pay step to be based upon the following rules:

☒ (x) **Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.
*Merit dates do not change.

☒ (x) **Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

☐ () APPROVED

☐ () DISAPPROVED

2

Funding

3

SELECTEE: _____

Date:

Appointing Authority Signature – District Attorney Office

4

☐ () Manpower data entered by: _____

Date:

☐ () Payroll entered by: _____

Date:

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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, November 18, 2013, at 8:00 in the morning.

Donald Z. Morris

Administrator

Elton N. Hearn, Sr.

Chairman