

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
OCTOBER 25, 2010

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 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.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY DEPUTY MAYOR JEFF DOWNES

Deputy Mayor Jeff Downes briefed the Commission regarding the Hampstead Institute Downtown Farm and requested the County's support. After discussion, the Commission agreed to give a \$5,000 appropriation for this project and would discuss from which account the funds would be appropriated.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

DISCUSSION BY THE COMMISSION

The Commissioners requested miscellaneous appropriations be added from their own accounts to fund the Lacey-Boyd 2011 New Year's Day Parade, through the Montgomery Area Chamber of Commerce, for the promotion of minority-owned businesses located on the west side of Montgomery as follows: Commissioner Polizos and Commissioner Wilson each requested a \$250 miscellaneous appropriation; Chairman Dean and Commissioner Williams each requested a \$500 miscellaneous appropriation.

Commissioner Williams requested a \$500 miscellaneous appropriation to Have a Heart for Special Children, Inc., for the annual Christmas party for special needs children. Chairman Dean, Vice Chairman Ingram, Commissioner Polizos and Commissioner Wilson added a \$250 miscellaneous appropriation from each of their accounts for this program.

Chairman Dean requested a \$3,000 miscellaneous appropriation to the Montgomery County Recreation Department, Cleveland Avenue YMCA for the Southlawn YMCA pool.

Commissioner Williams requested a \$600 miscellaneous appropriation to Carver Elementary School for the School Leadership Council.

The Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims presented Budget Change Request Number 2 from County Commission Appropriations and Budget Change Request Number 1 from the Sheriff's Office. After discussion, the Commission agreed to waive rules and add these Budget Changes to the agenda.

Administrator Mims presented a Position Fill Request for a Corrections Officer Trainee/Corrections Officer with the Montgomery County Detention Facility. After discussion, Vice Chairman Ingram did not support waving rules on this item.

Administrator Mims presented a Resolution regarding moving the Monday, November 8, 2010 County Commission meeting to Wednesday, November 10, 2010, in order to review the certified election results of the County Commission District 1 election and to conduct the swearing-in ceremony. After discussion, the Commission agreed to waive rules and place this item on the agenda.

Administrator Mims presented a Resolution to support Amendment 3, a proposed Constitutional Amendment which would allow the use of Alabama Trust Fund Monies for state and county road and bridge projects. No action was taken by the Commission.

Deputy Administrator Mitchell briefed the Commission regarding a contract with Montgomery Armored Car Service, Inc., for the pickup and transport of tax and audit funds to the bank. He stated that the new rate showed an increase of \$30.00 per month. After discussion, the Commission agreed to waive rules and place this item on the agenda.

Administrator Mims presented the Equal Employment Opportunity Plan (EEOP) and stated that this plan is required to be completed and kept on file by entities in receipt of federal grant money. Deputy Administrator Mitchell stated that the plan would be updated every two years. After discussion, the Commission agreed to waive rules and place this item on the agenda.

PRESENTATION BY REVENUE COMMISSIONER CHIEF CLERK ALLYSON HOLLAND, JIM FIELDS AND NANCY POTTS WITH TAX MANAGEMENT ASSOCIATES, INC.

Revenue Commissioner Chief Clerk Allyson Holland introduced Jim Fields and Nancy Potts with Tax Management Associates, Inc. Mr. Fields briefed the Commission regarding an Agreement with Tax Management Associates for personal property audit services, which was on the agenda. Ms. Holland informed the Commission that the Appraisal Department has only one personal property auditor, and they have not conducted any field audits.

PRESENTATION BY FAMILY COURT JUDGE WILL O'REAR , JUVENILE COURT ADMINISTRATOR BRUCE HOWELL AND JUVENILE DETENTION DIRECTOR MICHAEL PROVITT

Family Court Judge Will O'Rear briefed the Commission regarding a Grant Award for the expansion of the Mental Health Court in the amount of \$237,161. Juvenile Court Administrator Bruce Howell recommended approval of the Memorandum of Agreement with Auburn Montgomery for administration of the grant. These items were on the agenda.

Mr. Howell briefed the Commission regarding a Position Fill Request for a Juvenile Detention Officer, which was on the agenda. Juvenile Detention Director Michael Provitt informed the Commission that it is critical that this position be filled.

Mr. Howell briefed the Commission regarding the Community Alternative Management Plan (CAMP) Grant Agreement with the Alabama Department of Youth Services for the Davis Treatment Center, which was on the agenda.

Mr. Howell requested approval of a Memorandum of Understanding with the State of Alabama Administrative Office of Courts regarding the Casey Foundation Grant, which was also on the agenda.

Mr. Howell informed the Commission that the Group Homes for Children is closing the 514 Herron Street facility, which is owned by the County. He stated that he had secured the building and would give the key and security alarm code to Administrator Mims. Mr. Howell stated that he would eventually like to set up a shelter for juveniles in this building and would come back with a proposal.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George Speake advised the Commission that asphalt work on the Meriwether Road resurfacing project had been completed and that the shoulder work and striping are the only items of work remaining to finish the project. He also mentioned that County Engineering is preparing a resolution needed to remove some of the "No Man's Land" roads from the State's Road Inspection List, since the City of Montgomery has now assumed maintenance on these roads.

DISCUSSION BY THE COMMISSION

Vice Chairman Ingram discussed the contract with Aeroquest Optimal, Inc., regarding updating aerial photography, which was on the agenda. GIS Coordinator Ron Stanfield informed the Commission the update would cost approximately \$365,000 and stated that it could be postponed. Chief Deputy Sheriff Derrick Cunningham stated that the Sheriff's Office also uses the data from the aerial photography and that the update needs to be done at least by next year. After discussion, the Commission agreed to postpone updating the aerial photography for one year.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown briefed the Commission regarding a Professional Services Contract for counseling services regarding Montgomery County Drug Court. He also presented a contract with Chemical Addictions Program, Inc., to provide substance abuse treatment services for offenders assigned to the Montgomery County Drug Court, at no cost to the County. Both items were on the agenda. Mr. Brown reminded the Commission that in the spring of this year, the Montgomery County Drug Court received a \$100,000 congressional appropriation grant for the expansion of the Drug Court. He requested that the Commission approve both contracts and urged them to work with District Attorney Ellen Brooks to assure that the Drug Court program can continue.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims reminded the Commission that a Special Call Meeting of the Montgomery County Emergency Management Communications District Board would be held immediately following the Formal Session.

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 Vice Chairman Ingram.

The Pledge of Allegiance was led by Commissioner Polizos.

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

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of October 12, 2010. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

CONSENT AGENDA

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

Mr. Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 4, are attached to these Minutes.)

RESOLUTION

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING OCTOBER 24-30, 2010, AS “PRO BONO WEEK”

The Administrator requested adoption of the following resolution:

RESOLUTION

WHEREAS, last year one in every four of the 940,872 Alabamians living in poverty experienced legal problems; and

WHEREAS, the majority of these civil problems are consumer issues (creditor harassment, utility non-payment, bankruptcy issues), health issues (Medicaid, government insurance, nursing home), family law issues (divorce, child support/custody, abuse), employment issues (unemployment benefits, pension, lost job), and housing issues (unsatisfactory repairs, foreclosure, eviction, poor living conditions); and

WHEREAS, 17.6 % of the citizens of Montgomery County live in poverty; and

WHEREAS, each year, the low-income citizens of Montgomery County lack access to legal assistance for their legal problems that are often critical to their safety and independence, forcing them to resolve complex legal problems on their own; and

WHEREAS, unlike in the criminal defense system, funding for low-income Alabamians, who need civil legal assistance has not yet been met, and the consequences being a lack of access to justice, which is devastating for the poor and which weakens our democratic society as a whole; and

WHEREAS, there are fewer than 55 paid legal aid lawyers to serve the more than 422,119 low-income households in the State of Alabama; and

WHEREAS, although 49% of the members of the Montgomery County legal community donate their time and talents in free legal services each year, a huge unmet need for legal assistance remains for the disadvantaged in our area; and

WHEREAS, sponsored by the Alabama State Bar and its Pro Bono Celebration Task Force, with support from bar associations statewide, Pro Bono Week 2010, will educate the public about the extensive work Alabama lawyers are doing donating their time to improve the lives of vulnerable members of our community; and

WHEREAS, Pro Bono Week 2010 will feature legal aid clinics throughout the State, assisting Alabamians, who greatly need legal assistance but cannot afford to pay for that help; and

WHEREAS, it will also feature service projects throughout the State of Alabama helping lawyers and law students make volunteer connections with legal aid organizations serving Alabamians:

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission does hereby proclaim October 24-30, 2010 to be Pro Bono Week and urge all Montgomery County residents to recognize the contributions of our legal community helping those most in need.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 25th day of October, 2010.

End of Resolution

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

Commissioner Wilson presented the Resolution to Attorney LaBarron N. Boone of Beasley Allen Law Firm. He explained to the audience that Pro Bono Week is when lawyers provide legal assistance to citizens in need at no cost. He expressed his appreciation for what the legal committee and bar association does for the citizens of Montgomery County. Attorney Boone thanked the Commission.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING AMENDMENT 1 ON THE NOVEMBER BALLOT, WHICH WAS PART OF THE ACCA LEGISLATIVE PROGRAM

The Administrator requested adoption of the following Resolution:

RESOLUTION CONSTITUTIONAL AMENDMENT 1

WHEREAS, current Alabama law provides that the costs of assessing and collecting ad valorem taxes in all Alabama counties is shared proportionally among those different entities which receive a portion of the ad valorem taxes, thereby ensuring that no individual governmental entity is required to shoulder the entire financial burden of this governmental function; and

WHEREAS, any shifting of the costs of assessing and collecting ad valorem taxes in Montgomery County from its currently implemented system would unfairly redistribute the costs to individual governmental entities or tax recipients, including the county commission,

individual municipalities, local volunteer fire departments, local hospitals and the state of Alabama general fund and education trust funds; and

WHEREAS, in 2006 Alabama voters approved a constitutional amendment now appearing as Amendment 778 which provides for at least 10 mils of ad valorem taxes in each school district but which also contains language which could unintentionally result in the redistribution of the costs of assessing and collecting ad valorem taxes in the individual counties; and

WHEREAS, Act 2010-286 proposes a constitutional amendment to clarify the process of distributing the costs of assessing and collecting ad valorem taxes among governmental entities by ensuring that each entity continues to contribute its proportional share of the costs as provided in Alabama law; and

WHEREAS, the Montgomery County Commission hereby encourages all voters to support the ratification of the constitutional amendment proposed by Act 2010-286, which will appear on the November 2010 General Election Ballot as Amendment 1.

WHEREFORE, BE IT HEREBY RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby urge all Alabama voters to support the constitutional amendment proposed by Act 2010-286, which will appear on the November 2010 General Election Ballot as Amendment 1.

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 25th day of October, 2010.

End of Resolution

Mr. Williams made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 1-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED BOARD MEMBER APPOINTMENT TO
QUINT-MAR WATER AUTHORITY

The Administrator presented the following letter from Quint-Mar Water Authority Manager Steve Jackson:

September 23, 2010

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

Re: Appointment of Board Member

Dear Commission Members:

It is with regret that I inform you of the death of one of our board members, Mr. Kenneth Larson. Mr. Larson represented the portion of our water system located in South Montgomery County.

The authority is requesting that the Montgomery County Commission appoint, Mr. Edgar Kirk, 26693 U.S. Hwy. 331, Lapine, AL 36046 to finish out the rest of Mr. Larson's term which will expire March 1, 2011.

Please furnish us a copy of the resolution of the county governing body whereby the member is appointed.

Thank you for your cooperation and assistance to our water board.

Sincerely,

/s/ Steve Jackson
Manager

End of Letter

Vice Chairman Ingram made a motion to approve board member appointment of Edgar Kirk to serve out the remainder of Kenneth Larson's term which expires on March 1, 2011. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 2-2, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – APPROVED CONTINUATION OF PREVIOUS
GRANT FOR THE MONTGOMERY COUNTY VIOLENCE AGAINST WOMEN
PROSECUTION UNIT PROJECT WITH ADECA, INTERAGENCY AGREEMENT, AND
RESOLUTION OF APPLICANT FOR MATCHING FUNDS

The Administrator presented the following memorandum from Administrative Assistant of the District Attorney's Office Rhonda B. Cape:

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: October 20, 2010

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date will be January 1, 2011. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, October 25.

Thank you for your continued support for the VAW Prosecution Unit.

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. (Copies of Grant Application, Interagency Agreement and Resolution, Agenda Pages 3-2 through 3-7, are attached to these Minutes.)

YOUTH FACILITY – APPROVED COMMUNITY ALTERNATIVE MANAGEMENT PLAN (CAMP) GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF YOUTH SERVICES FOR DAVIS TREATMENT CENTER

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 10/19/2010

Re: Davis Treatment Center Grant Award

Please find attached a Grant Award for the Davis Treatment Center from the Alabama Department of Youth Services. This is the money we receive each year for the operation of the Davis Treatment Center. This money is used to pay the vendor and cover any costs for the property and operation for Montgomery County. This is a reduction from what is budgeted but reflects State proration. Please place the Grant Award on the next Commission agenda for approval and the Chairman's signature. Thank you for your assistance in this matter.

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. (Copies of Letter and Grant Award Agreement, Agenda Pages 4-2 and 4-3, are attached to these Minutes.)

YOUTH FACILITY – APPROVED RATIFICATION OF GRANT AWARD WITH U.S. DEPARTMENT OF JUSTICE REGARDING FY 10 JUSTICE AND MENTAL HEALTH COLLABORATION PROGRAM

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 10/20/2010

Re: Mental Health Grant

Please find attached a Grant Award for the expansion of Mental Health Court that Judge Will O'Rear is presiding over. This money is used to pay for expanded counseling services, a project Administrator and Evaluator. AUM Government service division wrote and helped us secure this grant. Please place the Grant Award on the next Commission agenda for approval and confirmation of your accepting the award. Thank you for your assistance in this matter.

End of Memorandum

Vice Chairman Ingram made a motion to approve ratification of the grant award. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Grant Award, Agenda Pages 5-2 through 5-8, are attached to these Minutes.)

YOUTH FACILITY – APPROVED MEMORANDUM OF AGREEMENT WITH AUBURN MONTGOMERY CENTER FOR GOVERNMENT AND PUBLIC AFFAIRS REGARDING IMPLEMENTATION OF U.S. DEPARTMENT OF JUSTICE GRANT

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 10/18/2010

Re: MOA with AUM

Please find attached a Memorandum of Agreement with Auburn Montgomery. This is for the administration of the Justice Department Grant we have been awarded for the expansion and operation of Mental Health Court. Everything is paid for out of the grant. The match required is provided by percentages of salaries of Youth Facility Staff. Please place this on the agenda for the Commission for October 25, 2010. Thank you for your assistance in this matter.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Memorandum of Agreement and Memorandum, Agenda Pages 6-2 through 6-16, are attached to these Minutes.)

YOUTH FACILITY – APPROVED MEMORANDUM OF UNDERSTANDING WITH
STATE OF ALABAMA ADMINISTRATIVE OFFICE OF COURTS REGARDING
CASEY FOUNDATION GRANT

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 10/18/2010

Re: MOU with AOC

Please find attached a Memorandum of Understanding with the Administrative Office of Courts. This is for the Casey/JDAI money that we get from AOC each year for the operation of the JDAI initiative. This money is used to help offset the cost of the Casey coordinator, Mrs. Beverly Riddle Wise. This years' amount is for \$25,000, where as last year we received \$50,000. This reduction will not affect our operation and resolve to reduce inappropriate youth from being placed in Detention. Please place the MOU on the next Commission agenda for approval and the Chairman's signature. Thank you for your assistance in this matter.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Memorandum of Understanding, Agenda Page 7-2, is attached to these Minutes.)

APPRAISAL DEPARTMENT – DENIED CONTRACT WITH AEROQUEST OPTIMAL, INC., FOR UPDATING AERIAL PHOTOGRAPHY

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

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner

DATE: October 21, 2010

RE: Commission Agenda – Contract with Aeroquest Optimal

I am requesting the approval from the Commission to contract with Aeroquest Optimal as discussed by Ron Stanfield, GIS Coordinator, on the last informal session held October 12, 2010. Aeroquest Optimal performs the aerial photography for the Montgomery County Appraisal Department, and has done for several years with a proven performance record. This contract is included in the 2011 Reappraisal Budget that was approved by the Commission on September 27, 2010. Therefore, I ask that this renewal of contract be placed on the next County Commission meeting on October 25, 2010.

End of Memorandum

No motion was made, therefore the contract was denied. (Copy of Contract, Agenda Pages 8-2 through 8-15, is attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED AGREEMENT WITH TAX MANAGEMENT ASSOCIATES, INC., REGARDING PERSONAL PROPERTY AUDIT SERVICES

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

MEMORANDUM

TO: Montgomery County Commission

FROM: Janet Buskey, Revenue Commissioner

DATE: October 21, 2010

RE: Commission Agenda – Contract with Tax Management Associates

During the last information session on October 12, 2010, my Chief Clerk Allyson Holland, briefed you on the contract with Tax Management Associates, an auditing firm. I would like to request approval to enter into a contract with TMA to perform Business Personal Property audits for Montgomery County. TMA would be performing audits in the field, as we do not have the personnel to perform all the audits needed. The State of Alabama Department of Revenue recommends twenty percent of a county should be physically audited a year in a five year period, and we would like to meet the State's recommendations. Meeting the State of Alabama's recommendations will generate more revenue for Montgomery County in Business Personal Property taxes.

This contract is included in the 2011 Reappraisal Budget that was approved by the Commission on September 27, 2010. I ask that you would place this request to contract with Tax Management Associates on the agenda for the Monday, October 25, 2010 County Commission meeting.

End of Memorandum

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

COMMUNITY CORRECTIONS – APPROVED PROFESSIONAL SERVICES
CONTRACT WITH MELVA W. TURNER, D/B/A POSITIVE CHANGES, LLC, FOR
COUNSELING SERVICES REGARDING MONTGOMERY COUNTY DRUG COURT

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

MEMORANDUM

October 18, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item – Montgomery County Drug Court Contract
for Professional Services - Professional Counseling Services

In June of this year, I briefed the Commission on the impending issuance of a Request for Qualifications on behalf of the Montgomery County Drug Court to contract with a provider to administer Professional Counseling Services under a \$100,000 appropriations grant from the Federal Department of Justice.

The services to be performed under the proposed contract shall be paid by either proceeds from the grant, the Alabama Department of Mental Health, or a combination of both, without any cost to the County Commission or the Community Corrections Department. The proposed contract provides Community Corrections Department office space for the express purpose of performing the required services. This office space is presently available and would not cause any additional costs to the Community Corrections Department.

As a result of the issuance of the Request for Qualifications, a potential provider was identified and the attached proposed Contract for Professional Services has been negotiated with the respondent deemed best qualified to administer the services. A copy of the proposed contract has been referred to the County Attorney for his approval or modification. I am requesting the Commission's consideration and approval of the contract contingent on the County Attorney's approval or modification.

Respectfully submitted,

/s/ Paul H. Brown - Executive Director
Montgomery County Community Corrections Department

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. (Copies of Contract and Attorney's Opinion, Agenda Pages 10-2 through 10-5, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED CONTRACT WITH CHEMICAL
ADDICTIONS PROGRAM, INC., FOR DRUG COURT OFFENDER SERVICES

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

MEMORANDUM

October 18, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item - Proposed Contract with Chemical Addictions Program, Inc. for Drug Court Offender Services

The Montgomery County Drug Court has an established relationship with Chemical Addictions Program, Inc. (CAP) as a provider of substance abuse treatment services for offenders assigned to the Drug Court. Presently services are being provided by CAP without a contract as the previous contract has expired.

I have thoroughly reviewed the proposed contract and inserted the comment that the Commission presently contracts for substance abuse assessment services with an independent provider (in keeping with recent State legislation strongly urging that assessments be conducted by an independent third party). In all other respects the proposed contract is essentially the same as the expired contract in terms of fees assessed to offenders. All payments in the proposed contract are to be charged to the Drug Court offender. The contract does not obligate the County Commission, the Drug Court, the MCCPCA or the Community Corrections Department to any requirement for payment.

It is my understanding that the County Attorney has reviewed the proposed contract and has offered a favorable opinion of the contract. I am therefore requesting the Commission's consideration and approval of the contract.

Respectfully submitted,

/s/ Paul H. Brown - Executive Director
Montgomery County Community Corrections Department

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Contract and Attorney's Opinion, Agenda Pages 11-2 through 11-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED ONE YEAR OPTION RENEWAL CONTAINED IN THE SECOND AMENDMENT TO THE LEASE AGREEMENT WITH COMMERCIAL PROPERTIES, INC., FOR THE PROBATE AND REVENUE COMMISSIONER'S OFFICES LOCATED AT EASTMONT PLAZA SHOPPING CENTER

The Administrator requested approval of One Year Option Renewal contained in the Second Amendment to the Lease Agreement with Commercial Properties, Inc., for the Probate and Revenue Commissioner's Offices located at Eastmont Plaza Shopping Center.

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Second Amendment to Lease Agreement, Agenda Pages 12-1 and 12-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SIXTH AMENDMENT TO THE LEASE AGREEMENT WITH CAPITOL PLAZA ASSOCIATES, INC., (TWO YEAR OPTION RENEWAL) FOR THE PROBATE OFFICE LOCATED AT CAPITOL PLAZA SHOPPING CENTER. IF THE LANDLORD DOES NOT APPROVE THE AMENDMENT, A CANCELLATION NOTICE IS TO BE ISSUED

The Administrator requesting approval of Sixth Amendment to the Lease Agreement with Capitol Plaza Associates, Inc., (Two Year Option Renewal) for the Probate Office located at Capitol Plaza Shopping Center. If the Landlord does not approve the Amendment, a Cancellation Notice is to be issued.

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Wilson and unanimously approved by the Commission. (Copies of Sixth Amendment to Lease and Email, Agenda Pages 13-1 and 13-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

October 25, 2010

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) to:

- C-2011-4: Julia's Closet, Inc., for Returning Female Citizens Program - \$500
- C-2011-5: Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery \$250
- C-2011-6: Central Alabama Aging Consortium, for Programs at the Senior Citizens Center in the Dublin Community - \$500
- C-2011-7: Montgomery County Recreation Department, for Girl Scouts of Southern Alabama, Inc., for Centsability Program - \$300

- NC-2011-1: Alabama Cooperative Extension System, for the 2010 Natural Resources Tour - \$500
- NC-2011-2 City of Montgomery, to be used by BONDS to Support the Macedonia Neighborhood Senior Citizens Center - \$200
- NC-2011-3: Pike Road Volunteer Fire Protection Authority, for Funding New Construction on the Fire Department - \$7,000

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-2011-5: Amended Miscellaneous Appropriation – Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery \$250
- NOTE: Chairman Dean and Commissioner Williams requested to add \$500 each of their discretionary money, Commissioners Polizos and Wilson requested to add \$250 each of their discretionary money, for a total of \$1,750 appropriated to Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery
- C-2011-8: Have a Heart for Special Children, Inc., for Annual Christmas Party, for Special Needs Children - \$1,500
- C-2011-9: Montgomery County Recreation Department, Cleveland Avenue YMCA, for Southlawn YMCA Pool - \$3,000
- NC-2011-4: BOE, Carver Elementary School, for Student Leadership Council - \$600

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

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 1

The Administrator presented Budget Change Request Number 1, County Commission Appropriations.

Vice Chairman Ingram made a motion to approve the budget change request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request Number 1, Agenda Page 15-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE
DETENTION OFFICER

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell, Juvenile Court Administrator

Date: September 22, 2010

Re: Position Fill Request

I am requesting that the Position Fill Request to replace a juvenile detention officer scheduled to retire effective October 1, 2010, be placed on the next agenda for the County Commission Meeting.

Thank you for your consideration.

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. (Copy of Position Fill Request, Agenda Page 16-2, is attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (11)

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

DEPARTMENT

TRAVEL/TRAINING REQUESTS

- | | |
|-------------------------------|-------------------------|
| 1. County Commission | Request Numbers 2 and 3 |
| 2. Finance Department | Request Number 1 |
| 3. Risk Management Department | Request Number 2 |
| 4. Tax & Audit Department | Request Numbers 3 and 4 |
| 5. Information Systems | Request Number 2 |
| 6. Sheriff's Office | Request Number 1 |
| 7. Youth Facility | Request Number 2 |
| 8. Community Corrections | Request Number 1 |
| 9. District Attorney's Office | Request Number 4 |

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 17-1 through 17-11, are attached to these Minutes.)

WAIVED AGENDA 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:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. County Commission Appropriations	Request Number 2
2. Sheriff's Office	Request Number 1

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 18-1 and 18-2, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION CHANGING THE MONDAY, NOVEMBER 8, 2010 COUNTY COMMISSION MEETING TO WEDNESDAY, NOVEMBER 10, 2010, IN ORDER TO REVIEW THE CERTIFIED ELECTION RESULTS OF COUNTY COMMISSION DISTRICT 1 ELECTION AND TO CONDUCT THE SWEARING IN CEREMONY

The Administrator requested adoption of the following Resolution:

RESOLUTION

WHEREAS, on March 23, 2009, Chairman Todd Strange, District 1 Commissioner, resigned to take the office of Mayor of the City of Montgomery; and

WHEREAS, Governor Bob Riley appointed E. Hamilton Wilson, Jr. to the District 1 County Commission position, whose term expires Tuesday, November 9, 2010 at 11:59 p.m.; and

WHEREAS, the Code of Alabama, Title II, Section II-3-1 states “(e) Each county commission shall meet on the Wednesday following the election and tabulation of provisional ballots pursuant to Section 17-10A-2 of any one of its members whose term commences on that day pursuant to subsection . . . The county commission shall not meet following the election of any one of its members until the meeting provided by this subsection, unless there is a declared emergency.”; and

WHEREAS, on November 23, 2009, the Montgomery County Commission established the regular meeting days for the County Commission for the 2010 Calendar Year, which approved a meeting on Monday, November 8, 2010; and

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby approve moving the Monday, November 8, 2010, County Commission meeting to Wednesday, November 10, 2010, as required by Alabama law.

We hereby certify that the above resolution was adopted by the Montgomery County Commission, on this, the 25th day of October, 2010.

End of Resolution

Administrator Mims explained that Alabama law states that the Commission meeting is to be conducted on the second Wednesday after the election.

Mr. Williams made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission.

TAX AND AUDIT DEPARTMENT – APPROVED CONTRACT WITH MONTGOMERY ARMORED CAR SERVICES, INC., FOR THE PICK UP AND TRANSPORT OF TAX AND AUDIT FUNDS TO THE BANK

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

October 15, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Montgomery Armored Car Service Proposal for FY2011

Larry Curvin, Tax & Audit Revenue Manager, has submitted a quote from Montgomery Armored Car Service, Inc. for the pickup and transport of tax and audit funds to the bank. The contract is based on average monthly deposits and expired September 30, 2010. The new rate will increase \$30.00 per month, but the fuel charge will remain the same.

It is my recommendation that the Commission renew this service agreement. I ask the Commission to waive rules and place this item on the agenda for approval at the next County Commission meeting on October 27, 2010.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Memoranda and Contract, Agenda Pages 20-2 through 20-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED 2010 EQUAL EMPLOYMENT OPPORTUNITY PLAN

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

October 21, 2010

MEMORANDUM

To: Montgomery County Commissioners

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

Subject: Equal Employment Opportunity Plan (EEOP)

Attached is a recently completed EEOP for Montgomery County. Such a plan is required to be completed and kept on file by entities in receipt of federal grant money. (Montgomery County is only required to keep its plan on file since its grant awards total less than the threshold established for having to file an EEOP.) The attached document compares the Montgomery County workforce to the State of Alabama workforce in specific demographic categories based on 2000 census figures. This information will be easily updated when the 2010 census figures are available according to the demographic categories called for by the Equal Employment Opportunity Commission (EEOC.) Our plan was crafted using the City of Montgomery's plan as a model.

Please review and adopt this plan.

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of EEOP Short Form and Montgomery County Utilization Chart, Agenda Pages 21-2 through 21-6, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Ms. Martha Bono, the superintendant of 30 schools in Cordova, Argentina, who has been visiting Montgomery on a three week International Exchange Program, spoke to the Commission in her native language through an interpreter. She stated that it was a pleasure to be in Montgomery and told them that it has been an eye opening experience to see how the schools and students work. She thanked the Commission for receiving her so openly. Chairman Dean told her that he hopes she comes back for another visit.

Commissioner Wilson expressed appreciation on the Commission's behalf to all attorneys who volunteer their time.

Chairman Dean thanked everyone for attending the Commission meeting.

Commissioner Polizos welcomed everyone to the meeting.

Commissioner Williams expressed his condolences to Chairman Dean for the loss of his grandson. He wished Chairman Dean's son and wife strength to live and move on.

Vice Chairman Ingram stated that it was good to see Dr. Smith in the audience. He asked Jimmy Smitherman to give some details regarding the upcoming 2010 Natural Resources Tour. Mr. Smitherman stated that the tour would take place this Thursday, October 28, 2010 with registration at his office starting 1:00 p.m.; the tour would begin at 2:30 p.m. He mentioned that the tour would include seminars on how to sell timber, fish pond management, duck pond management and wetland reserves. He informed everyone that there would be a sponsored supper at 5:00 p.m. Vice Chairman Ingram extended his condolences to Chairman Dean. On a lighter note, he explained to the audience something that he had learned in that the Pintlala community name came from the Indians, Pint and lala which means whiskey, a pint of whiskey.

RECESS TO SPECIAL CALL MEETING OF THE EMERGENCY MANAGEMENT COMMUNICATIONS DISTRICT BOARD

Chairman Dean recessed the Formal Session to a Special Call Meeting of the Emergency Management Communications District Board.

RECESS TO INFORMATION SESSION

After conducting business and adjourning the Special Call Meeting, Chairman Dean recessed to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims briefed the Commission regarding a Resolution to change the Membership of the Emergency Management Communications District Board. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution authorizing the County's Thanksgiving Holiday observance on Friday, November 26, 2010, contingent on the Governor authorizing the closing of state offices. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding payment of Prior Year Invoices from Imperial Systems, Inc. and American Mobile Imaging. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented the 2010-2011 Designated Bank Depositories. After discussion, the Commission agreed to place this item on the next agenda.

Deputy Administrator Mitchell presented a Bid Protest Procedure and asked the Commission to consider a recommendation from Assistant Director of Support Services Pat Silas, to adopt the new procedure. He stated that the County does not have a bid protest procedure in place. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY MONTGOMERY COUNTY SOIL & WATER CONSERVATION DISTRICT CHAIRMAN LASLIE HALL AND DR. WILBURN SMITH, SECRETARY/TREASURER

Chairman Laslie Hall, with Montgomery County Soil & Water Conservation District, briefed the Commission regarding the Montgomery County Soil & Water Conservation District and discussed the funding cut for the 2010-2011 budget year. Secretary/Treasurer Wilburn Smith informed the Commission that they are the administrators of grants for the District and are not able to use grants funds for administrative costs. Chairman Dean explained that the Commission had to reduce nonprofit agency budgets for the 2010-2011 budget year and that some agencies were cut 100%. The Commission informed Mr. Hall that the Commissioners' discretionary allocations were also reduced and that Commissioner Wilson returned \$20,800 of his 2009-2010 discretionary allocations to the General Fund. Chairman Dean stated that the Commission would help the District with their grants.

Administrator Mims asked Mr. Hall for his suggestions regarding obtaining a nativity scene for display in the County Courthouse during the Christmas Holidays. Administrator Mims and Mr. Hall agreed to discuss this matter at a later date.

PRESENTATION BY BILL BASS WITH THE ALABAMA DEPARTMENT OF REVENUE
AND REVENUE COMMISSIONER JANET BUSKEY

Bill Bass with Alabama Department of Revenue briefed the Commission regarding personnel needs in the Appraisal Department. He recommended that the Commission consider promotion from within the Appraisal Department to fill two vacant Appraiser Positions.

Vice Chairman Ingram agreed to place the two promotions on the next agenda. There was no objection by the Commission.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an email from License Inspector Linda Dickey regarding Transient Peddlers Licenses in Montgomery County. After discussion, the Commission agreed to invite Ms. Dickey to discuss this issue at the November 10, 2010, meeting.

Administrator Mims presented two proposed auction contracts from JM Wood Auction Company, Inc. Administrator Mims stated that he had reviewed the GovDeals contract and it did not contain an exclusive provision. After discussion, the Commission agreed to place on the next agenda the perpetual contract which would allow the County to sell with JM Wood at a 6% commission rate for a minimum of three years and included an option to cancel the contract with a 30 day written notice.

Administrator Mims presented a Memorandum from Dave Peterson, Executive Director, Alabama Red Ribbon Coalition regarding a request for funding in the amount of \$1,000 for the Annual Red Ribbon Campaign Kickoff. The Commission inquired as to what was appropriated last year. It was reported back to the Commission that no appropriations were made to the Alabama Red Ribbon Coalition last year.

Administrator Mims informed the Commission that Melvin Bryson, Juvenile Detention Officer, Montgomery County Youth Facility, had submitted a Notice of Application for Retirement Allowance.

Administrator Mims stated that at the last County Commission meeting, Vice Chairman Ingram asked the Commission to consider having the Commission meetings in the evenings one night a month and asked to start this during the month of November on a trial basis. He thought this would allow the public to be more involved, and the Commission could have more transparency. Vice Chairman Ingram has proposed for the Information Session to begin at 5:00 p.m. and the Formal Session at 6:00 p.m. Attorney Gallion advised that an evening meeting was attempted by a previous Montgomery County Commission and was not successful. After discussion, Vice Chairman Ingram withdrew his proposal.

DISCUSSION BY THE COMMISSION

Commissioner Polizos requested to place the official selection of the Chairman of the Montgomery County Commission on the next agenda since the District 1 Commissioner will be

sworn in at the next County Commission meeting on Wednesday, November 10, 2010. Chairman Dean stated that the election cycle is four years. Attorney Gallion advised that a Chairman could be elected at any time. While discussing this matter, Commissioner Ingram requested for an opinion from Attorney Gallion as to when the Chairman of the County Commission can be selected and other Commissioners concurred.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented an opinion from County Attorney Tyrone C. Means regarding Act Number 789 (1975), which the District Attorney discussed at the last meeting related to filling the Legal Support Assistant Position. Attorney Gallion advised that from a budgetary standpoint, it is in the domain of the County Commission and is a different matter than law enforcement.

DISCUSSION BY THE COMMISSION

Vice Chairman Ingram presented a Tax & Audit plan which included: (1) Develop report comparing City and County Sales & Use Taxpayers data regarding Gross Taxable Amount, Total Deductions and Net Taxable by Type of Tax/Tax Area. Also, develop a report that summarizes the above report and compares to a similar City report showing variances (2) Transition from State of Alabama electronic reporting and payment system to a County system. (3) Coordinate audits with City and State of Alabama auditors, including contract auditors' assignments. (4) Receive from the City of Montgomery on a monthly basis a new sales taxpayers list and contact information. (5) Identify problems with the sales & use tax system developed by MS Govern and develop solutions. (6) Develop plan to get more auditors in the field either by using employees or contract auditors. (7) Develop for each sales and use tax vendor or lodging establishment a history analysis showing either a significant increase or decrease in reported sales taxes. After discussion, there was no objection to this plan by the Commission.

Vice Chairman Ingram requested to place the selection of the Chairman on the next agenda and a majority of the Commissioners concurred.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry presented information regarding the proposed **My Montgomery Matters** 2010 advertising campaign. She informed the Commission that all local radio stations were invited to present proposals for the campaign and that all had offered proposals. She further stated that she will inquire as to the City's participation in the funding of the program. She asked that the request to fund the **My Montgomery Matters** Campaign be placed on the next agenda.

DISCUSSION BY COMMISSIONER WILLIAMS

Commissioner Williams presented a request for funds from Montgomery PALs, Inc. to implement that Montgomery PALs program, an affiliate of the Montgomery Police Department.

PRESENTATION FROM MIKE DUNN WITH MERCHANT CAPITAL, LLC

Mike Dunn with Merchant Capital, LLC updated the Commission regarding the Refunding of the 2002 General Obligation Warrants and presented handouts. (Copies of the handouts, Pages 22-1 through 22-10, are attached to these Minutes.)

DISCUSSION BY VICE CHAIRMAN INGRAM

Vice Chairman Ingram informed the Commission that he recently visited the Catoma Creek Environmental Park and thanked Sheriff D.T. Marshall and Chief Deputy Derrick Cunningham for clearing around the ponds.

ADJOURNMENT

Vice Chairman Ingram made a motion to adjourn the meeting of the Montgomery County Commission on October 25, 2010, at 11:24 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

10-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-15-10

Check Number	To	Check Number
211767		211959
Total Checks Paid		\$1,476,472.66

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

10-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-15-10

Check Number	To	Check Number
211960		212122
Total Checks Paid		\$777,679.13

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

10-25-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 10-21-10

Check Number	To	Check Number
212124		212155
Total Checks Paid		\$456,313.70

CHECK #	PAYEE	AMOUNT	DATE
212123	Callen Montgomery	\$3,014.43	10/15/10

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

10/25/10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
10/22/10

Payroll Check Number	105644	To	Payroll Check Number	105804	\$ 121,738.36
Direct Deposits					\$ 791,144.79
Payroll Check Number	105805	To	Payroll Check Number	105834	\$ 279,288.93
Direct Deposits					\$ 329,480.94
Federal Deposits					\$ 322,747.35
Total Payroll Paid					\$ 1,844,400.37

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

September 29, 2010

MEMORANDUM

TO: County Commission Chairs and Administrators

FROM: Sonny Brasfield

RE: Amendment 1 – November Ballot

Proposed Constitutional Amendment 1 on the November Ballot is part of the Association's legislative program and corrects a technical problem that could result in counties, cities, volunteer fire departments, hospitals and other local agencies paying an increased portion of the operating costs of the tax assessing and collecting functions. Currently these costs are shared proportionally by the agencies that receive ad valorem taxes, but a provision of a 2006 constitutional amendment unintentionally shifted these costs in future tax years.

Amendment 1 simply corrects the technical language that could redistribute the costs and preserves the formula currently used today. The result is that Amendment 1 would ensure that each agency will continue to pay its proportional share of the costs of operating the tax assessing and collecting office.

As far as we are aware, there is no opposition to this technical change. However, it is important that voters be encouraged to support this amendment. We have enclosed a proposed resolution for your county commission to consider adopting. This resolution should help inform the voters of the importance of voting "yes" on this amendment.

We have also enclosed a memorandum to the volunteer fire departments. If you have local ad valorem taxes that go to your volunteer fire departments, please see that the chiefs receive a copy of this memorandum.

If you have any questions, please let us know.

Quint-Mar Water Authority

Members:

Term Expires:

Kenneth Larson
Route 1, Box 26-A
Lapine, AL 36046

3/1/2011

cc: Chairman Charles Massey

Martha Brightwell, Office Manager
Quint-Mar Water Authority (537-9612)
PO Box 100
Highland Home, AL 36041

Term: 6 years

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690		GRANT APPLICATION Date Received by LETS Grant # Assigned (Leave Blank)	Page 1
		Form Revised January 10, 2004	
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application			
1. Applicant Name Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail		3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail	
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550		Signature _____ Date: _____	
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhonda.cape@alada.gov Signature <i>Rhonda B. Cape</i> Date: 10/20/10		5. Financial Officer Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature _____ Date: _____	
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number: 09-WF-PR-006		7. Program Under Which Application is Made Violence Against Women Act	
8. Project Start Date (Estimated) 1-Jan-11		9. Project Ending Date (Estimated) 31-Dec-11	
10. Does this application require a prior cost approval? ☒ Yes ☐ No			
11. Name of the Project (Brief Descriptive Title) Montgomery County Violence Against Women Prosecution Unit		12. Grant Funds Requested \$ 89,000.00	
13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 9)		14. Total Project Duration (in Months) 12	
15. Project Summary: (Suitable for a news release pertaining to this project)			

PROJECT SUMMARY

The mission of the Violence Against Women Prosecution Unit reflects the specific missions of the Violence Against Women Act (VAWA): (1) reformation of the criminal justice system; (2) change in public attitudes; and (3) the establishment of a community-based response.

The Violence Against Women Prosecution Unit includes a Deputy District Attorney who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court, and a Victim Services Officer who assists the victim throughout the legal process, including providing information immediately after the crime, attending court with the victim and coordinating meetings with the victim and prosecutor. The Victim Services Officer also assists the Montgomery County Task Force on Domestic Violence (Task Force) and the Sexual Assault Response Team of Montgomery (SART).

The Montgomery Municipal Court continues to be overloaded with domestic violence cases. Through the efforts of the Unit, the Target Program diverts cases from Municipal Court to District Court. The Target Program identifies domestic violence misdemeanor cases that involve a female victim and a firearm. Since implementation on May 1, 2002, the Target Program has diverted over 375 cases from Municipal Court to District Court. The Unit continues to accept misdemeanor cases from Municipal Court and prosecute them in an expedited manner.

The continuation of the Violence Against Women Prosecution Unit will solidify the changes so urgently needed in community attitudes and in the criminal justice system. Aggressive prosecution of crimes involving violence against women is the primary objective of the Unit, along with ensuring the safety and well being of the victim. The Unit will collaborate with the Task Force and SART to carry out policies and procedures that redirect and reform the criminal justice system to respond more effectively to violence against women crimes; provide educational and victim services to change public attitudes and the criminal justice system itself; and utilize the community-based concept to assure a long range commitment to reformation within the system and the community.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690				GRANT APPLICATION 20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8. Form Revised January 10, 2004		Page 6	
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A. Personnel:
List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
Carrie Gray	Deputy District Attorney	\$ 2,565.66	24	100%	\$ 61,575.84	\$ 61,575.84
Crystal Taylor	Victim Services Officer	\$ 1,402.50	24	100%	\$ 33,660.00	\$ 33,660.00
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
					Salaries Sub-Total	\$ 95,235.84

Fringe Benefit Computation

FICA	\$ 95,235.84		7.650%	\$ 7,285.54
SUI	\$ 95,235.84		0.000%	\$ -
W/C	\$ 95,235.84		0.000%	\$ -
Health Insurance	\$ 1,610.00	1	100.00%	\$ 1,610.00
Health Insurance	\$ 1,610.00	11	0.00%	\$ -
Retirement	\$ 95,235.84	1	11.94%	\$ 11,371.15
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
				Fringe Sub-Total
				\$ 20,266.69

Total Personnel Expenditures **\$ 115,502.53**

B. Confidential Expenditures:
Prior approval of procedures is required

1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -
Total Confidential Expenditures \$ -	

Professional Services:
Must be itemized
List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

1. Individual Consultants and/or Contracting of Service Organizations	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Professional Services \$ -	

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION 20. Project Narrative Detailed Budget (Continued) Form Revised January 10, 2004
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D. Travel:
 Transportation & associated cost of project personnel. (Consultant travel is to be included in Category C)

Mileage:		\$ -
Per Diem:	4 days @ \$50/day	\$ 400.00
Conference Cost:	Family Justice Center Conference Registration	\$ 900.00
Other:	Hotel/Airfare/Parking	\$ 1,700.00
Total Travel		\$ 3,000.00

E. Operating Expenses:
 Must be itemized

Office Supplies		\$ 164.14
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Operating Expense		\$ 164.14

F. Equipment Purchase:
 Must be itemized

Item	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 2 (Equipment)			\$ -
Equipment Purchase Total			\$ -
Lease or Rental Equipment			
		\$ -	\$ -
		\$ -	\$ -
See Attachment 2 (Equipment)			\$ -
Lease or Rental Total			\$ -
Total Equipment Expense			\$ -
Total Project Cost			\$ 118,666.67
Matching Ratio:			\$ 118,666.66
ADECA / LETS %	75%	ADECA / LETS Support	\$ 89,000.00
Match %	25%	Matching Contribution	\$ 29,666.66

3-5

INTERAGENCY AGREEMENT

This agreement between the agencies below is entered into on this _____ day of October, 2010, as required by the Office on Violence Against Women and the Alabama Department of Economic and Community Affairs.

WHEREAS, Montgomery County Commission (Subgrantee) is applying to ADECA for a subgrant under the STOP Violence Against Women Act (VAWA) Formula Grant Program; and

WHEREAS, the subgrantee applicant has consulted with the appropriate victim service organizations during the course of the development of our subgrant application in order to ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence;

IN WITNESS WHEREOF, the parties acknowledge this Agreement as evidenced by their signatures below.

BY: _____
(Signature)

Elton N. Dean, Sr., Chairman
(Print Name & Title)

Montgomery County Commission
(Subgrantee Agency Name)

BY: _____
(Signature)

Karen B. Sellers, Executive Director
(Print Name & Title)

Montgomery Area Family Violence Program, Inc
(dba Family Sunshine Center)
(Victim Service Agency Name)

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the Montgomery County Commission hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton N. Dean, Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the _____ day of _____ 2010

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the Montgomery County Commission

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____, 2010, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the Montgomery County Commission

This the _____ day of _____, 2010.

(Name)

(Title)

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES

BOB RILEY
GOVERNOR

POST OFFICE Box 66
MT. MEIGS, ALABAMA 36057

J. WALTER WOOD, JR.
EXECUTIVE DIRECTOR

2010 OCT 13 10:06:10

October 13, 2010

Dear Sir or Madam:

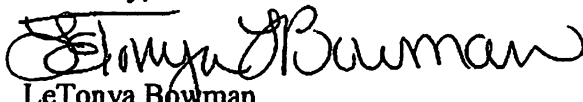
Please find the following FY 2011 grant documents enclosed for your signature:

Community Alternative Management Plan (CAMP) agreement
FY 2011 Disclosure Statement

Please return these documents to the address below and if you have any questions please call me at (334) 215-3839.

Department of Youth Services
Attn: LeTonya Bowman
P. O. Box 66
Mt. Meigs, AL 36057

Sincerely,


LeTonya Bowman
Chief Accountant

**GRANT AWARD AGREEMENT
DEPARTMENT OF YOUTH SERVICES**

RECIPIENT: Montgomery County Commission

ADDRESS: P. O. Box 1667
Montgomery, AL 36102-1667

TYPE OF PROGRAM: Community Alternative Management Plan (CAMP)

AMOUNT OF AWARD: \$559,764.00

BUDGET PERIOD: 10/01/10 - 9/30/11

AWARD AGREEMENT: Montgomery County Commission
will operate a Community Alternative
Management plan (CAMP) program, which meets
the minimum standards for outdoor adventure
treatment programs.

Recipient shall input and update student data regularly in the DYS Grantee Information Management System database (GIMS). The grant award contained herein is payable in installments, subject to the availability of funds and adjustments by the Alabama Department of Youth Services, as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

APPROVED:
Alabama Department of
Youth Services

ACCEPTED:
Montgomery County Commission

J. Walter Wood, Jr.
Executive Director

Administrator
Montgomery County Commission

Legal Review



Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 9, 2010

Mr. Donald Mims
Montgomery County
100 South Lawrence Street
Montgomery, AL 36104

Dear Mr. Mims:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Justice and Mental Health Collaboration Program (JMHCP): Planning & Implementation in the amount of \$237,161 for Montgomery County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Starr M. Small, Program Manager at (202) 514-9870; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Laurie Robinson", is written over a horizontal line.

Laurie Robinson
Assistant Attorney General

Enclosures



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 4

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Montgomery County 100 South Lawrence Street Montgomery, AL 36104		4. AWARD NUMBER: 2010-MO-BX-0062	
		5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2012 BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2012	
1A. GRANTEE IRS/VENDOR NO. 636001654		6. AWARD DATE 09/09/2010	7. ACTION Initial
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Mental Health/ Co-Occurring Juvenile Specialty Court		10. AMOUNT OF THIS AWARD \$ 237,161	
		11. TOTAL AWARD \$ 237,161	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under Public Law 108-414, Mentally Ill Offender Treatment and Crime Reduction Act			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Laurie Robinson Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Donald Mims County Administrator	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE 10/15/10
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD. DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B MO 80 00 00 237161		21. JMOUGT2850	



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2010-MO-BX-0062

AWARD DATE 09/09/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 4

PROJECT NUMBER 2010-MO-BX-0062

AWARD DATE 09/09/2010

SPECIAL CONDITIONS

8. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2010-MO-BX-0062 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the SMART Office, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice." The current edition of the OJP Financial Guide provides guidance on allowable printing and publication activities.
9. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
10. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.
11. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
12. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
13. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
14. The grant recipient agrees to complete and submit to BJA a copy of the Justice and Mental Health Collaboration Program (JMHCP) Planning and Implementation Guide within 6 months from the project period start date. BJA will provide the grant recipient with instructions and assistance on how to complete the JMHCP Planning and Implementation Guide. Once BJA has received and approved the grant recipient's completed JMHCP Planning and Implementation Guide, BJA will notify the grant recipient to begin the project's implementation phase.
15. The recipient may not obligate, expend, or draw down funds until the audit report for fiscal year 2009 has been submitted to the Federal Audit Clearinghouse, the Office of the Chief Financial Officer (OCFO) has been notified at ask.ocfo@usdoj.gov and a Grant Adjustment Notice has been issued removing this special condition.

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Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
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Grant

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PROJECT NUMBER 2010-MO-BX-0062

AWARD DATE 09/09/2010

SPECIAL CONDITIONS

16. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 9, 2010

Mr. Donald Mims
Montgomery County
100 South Lawrence Street
Montgomery, AL 36104

Reference Grant Number: 2010-MO-BX-0062

Dear Mr. Mims:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$52,924
Fringe Benefits	\$13,231
Travel	\$11,457
Equipment	\$0
Supplies	\$4,124
Construction	\$0
Contractual	\$219,980
Other	\$1,600
Total Direct Cost	\$303,316
Indirect Cost	\$0
Total Project Cost	\$303,316
Federal Funds Approved:	\$237,161
Non-Federal Share:	\$66,155
Program Income:	\$0

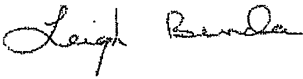
Match is required at 20% for this grant program. The applicant exceeded the required match amount by \$6,865. The non-federal share that has been incorporated in the approved budget is mandatory and subject to audit.

If you have questions regarding this award, please contact:

- Program Questions, Starr M. Small, Program Manager at (202) 514-9870
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

Leigh Benda
Chief Financial Officer

**MEMORANDUM OF AGREEMENT
BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
AUBURN MONTGOMERY
CENTER FOR GOVERNMENT AND PUBLIC AFFAIRS**

Because of an identifiable need for project management, curricula development and program evaluation activities required by a federal Justice and Mental Health Collaboration Program Phase II planning and implementation grant from the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), the Montgomery County Commission and the Auburn Montgomery Center for Government and Public Affairs (hereinafter CGOV) have entered into an agreement for provision of these professional services effective the 1st day of October, 2010.

WHEREAS, the Montgomery County Commission has authority to enter into an agreement with any private person, organization, or group; and

WHEREAS, the Montgomery County Commission has a need for professional services in the area of project management, curricula development and program evaluation;

NOW, THEREFORE, the Montgomery County Commission and CGOV, intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

Services to be provided:

Project Management – management and coordination of all project activities, as well as development and submission of any reports required by the grantor;

Curricula Development – research, development and implementation of an evidence-based family psycho-education and support component that is family-driven and youth-guided; and

Program Evaluation – development and implementation of an evaluation program for the project in the following areas: tracking recidivism; tracking of dispositional data on all participants; pre-test/post-test impact assessments for parents, guardians and/or family members; Functional Family Therapy outcomes; and pre-test/post-test impact assessments for any law enforcement and/or mental health staff training and professional development that may be provided during the project period.

Deliverables:

- Completion and submission of the *Planning and Implementation Guide* required of all USDOJ BJA grantees prior to project initiation
- Project Management Plan
- A comprehensive program evaluation, including data collection methodology and analysis

- Preparation for and facilitation of 24 monthly Stakeholder Workgroup meetings during the 24-month project period
- Preparation for and facilitation of Four (4) Advisory Committee meetings during the 24-month project period
- Preparation and submission of eight (8) Quarterly Reports during the 24-month project period required of all USDOJ BJA grantees
- Preparation and submission of 24 monthly progress reports to the Montgomery County Commission meetings during the 24-month project period
- Research, development, drafting and dissemination of "Project FOCUS: Family Resource Curricula" by December 31, 2011.

ASSUMPTIONS

In formulating this Agreement, CGOV staff made specific assumptions. These assumptions include:

1. This proposal encompasses all aspects of the deliverables to be produced. Any litigation-related work such as courtroom testimony and preparation for testifying is not included in this proposal.
2. Any addendums to this Agreement, such as the original grant proposal and budget submitted to, shall have the full force as the same.
3. Substantial reliance will be placed upon the Montgomery County Commission to furnish source documentation and other background information necessary to write sections of the project work plan, including personnel schedules and meeting space availability related to this project.
4. A Montgomery County Commission designee will be available to meet regularly with CGOV staff in order to confirm status on the effort and maintain an awareness of the progress of CGOV staff on the project.
5. The Montgomery County Commission will be responsible for identifying, informing and gaining the compliance of departments, divisions, agencies, and partners involved in this effort.
6. The Montgomery County Commission will provide adequate staff to support the delivery of services outlined in this project, to include scheduling, document review, document editing, and document submission.
7. The Montgomery County Commission will be responsible for attesting to and signing all assurance requirements and/or certifications related to the grant project as requested by USDOJ BJA.
8. The Montgomery County Commission will be responsible for arranging and publicizing any meetings between partner organizations that may be required in submitting the project work plan.

If any of the above assumptions are not met, the proposed costs may be exceeded.

II. Authorization to Conduct Work:

The Montgomery County Commission reserves the right to specifically and overtly authorize CGOV to engage in activities which result in financial liability under the terms of this agreement. CGOV acknowledges that the statement of services to be provided constitutes the general area of work expected to be performed by CGOV and that specific activities to be performed for which the Montgomery County Commission will be charged must be specifically and overtly authorized by the Montgomery County Commission contact person designated in paragraph V. and that no other person employed by the Montgomery County Commission may implicitly or explicitly authorize work to be paid under this agreement.

III. Period of Agreement:

CGOV proposes to begin work on the project on or after October 1, 2010, and conclude the project no later than September 31, 2012. This timeframe will be maintained provided that no significant project delays are imposed on CGOV as a result of scheduling conflicts with the Montgomery County Commission.

IV. Financial Arrangements:

CGOV proposes to complete the project work for a not to exceed amount of \$99,600. This fee is based upon the rate submitted in the project budget and approved by USDOJ BJA as documented on the Grant Notification for Grant Number 2010-MO-BX-0062 attached to this agreement, along with the project budget and budget narrative submitted to USDOJ BJA as "Attachment 3" of the original grant proposal.

All fees will be paid by the Montgomery County Commission. CGOV will submit invoices according to the following terms:

For Year One (10/1/10-09/30/11), monthly invoices will be submitted for project management, program evaluation and curricula development services. For Year Two (10/1/11-09/30/12), monthly invoices will be submitted for project management and program evaluation services. Invoices will reflect the dates and hours worked by the CGOV staff on each initiative.

The Montgomery County Commission will assume financial responsibility above and beyond the not to exceed amount provided herein for all items listed in the "Supplies" line item of the project budget and will provide these items to CGOV for project management, program evaluation and curricula development activities.

The Montgomery County Commission will assume financial responsibility above and beyond the not to exceed amount provided herein for all in-state and/or out-of-state travel, lodging and per diem expenses for any CGOV consultant(s) to attend any meetings and/or professional conferences associated with this project that are required by the USDOJ BJA. It should be noted that these costs were a mandatory component

of the project budget as outlined on page 12 of the Notice of Funding Availability for the Justice and Mental Health Collaboration Program (CFDA #16.745) published by USDOJ BJA on 02/09/2010. Accordingly, these costs were included in the project budget submitted by the Montgomery County Commission to USDOJ BJA on April 8, 2010. These costs have been approved by USDOJ BJA as documented on the Grant Notification for Grant Number 2010-MO-BX-0062 attached to this agreement.

Invoices will be submitted to Mr. Donald J. Mims, Montgomery County Administrator, (334) 832-1210, P.O. Box 1667, Montgomery, Alabama 36102-6667. The cost estimates quoted herein are valid for 30 days following the submission date of October 12, 2010.

V. Single Source Contact:

The Montgomery County Commission and CGOV agree that after signatures to this agreement have been obtained each will designate a single source contact for the purpose of coordination and problem solving during the period of this agreement. CGOV's designee is Amy Hinton, Senior Consultant. The Montgomery County Commission designee is Mr. Donald J. Mims, County Administrator. The Montgomery County Family Court – Juvenile Division (on site) designee for this project is Mr. Bruce Howell, Juvenile Court Administrator.

VI. Terms and Conditions:

It is understood and agreed that all terms and conditions are herein included. No verbal agreements of any kind shall be binding or recognized. This agreement may be amended by written agreement of the parties.

VII. Personnel System Benefits Excluded:

It is understood and agreed that CGOV is an independent contractor and as such is not entitled to the benefits of the Montgomery County Commission for services provided under this agreement.

VIII. Indemnity:

Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be entered into their duly authorized representatives.

AGREED:

Hon. Elton Dean
Chairman
Montgomery County Commission

John G. Veres III
Chancellor
Auburn University at Montgomery

Date: _____

Date: _____

ATTACHMENTS



Department of Justice

Office of Justice Programs

Office of Communications

Washington, D.C. 20531

GRANT NOTIFICATION		Grant Number: 2010-MO-BX-0062
Name & Address of Recipient: Montgomery County 100 South Lawrence		
City, State & ZIP: Montgomery, Alabama 36102-0000		
Recipient Project Director/Contact: Donald Mims County Administrator		
Phone: (334) 261-4100		
Title of Program: FY 10 Justice and Mental Health Collaboration Program (JMHCP): Planning & Implementation		
Title of Project: FY 10 Justice and Mental Health Collaboration Program (JMHCP): Planning & Implementation		
Amount of Award: \$ 237,161		Date of Award: 09/09/2010
Awarding Agency: Bureau of Justice Assistance Starr M Small		
Supplement: No		
Statutory Authority for Program: Public Law 108-414, Mentally Ill Offender Treatment and Crime Reduction Act		
Impact/Focus: Discretionary		CFDA Number: 16.745
Project Description: The Bureau of Justice Assistance's (BJA) Justice and Mental Health Collaboration Program (JMHCP) is funded through the Mentally Ill Offender Treatment and Crime Reduction Act of 2004 (Public Law 108-414), which was reauthorized in 2008 (Public Law 110-416). The primary purpose of JMHCP is to increase public safety by facilitating collaboration among the criminal justice, juvenile justice, and mental health and substance abuse treatment systems to increase access to mental health and other treatment services for those individuals with mental illness or co-occurring mental health and substance use disorders. Jurisdictions are eligible to apply for planning, planning and implementation, or expansion funding through JMHCP. The Montgomery County Commission will use the Justice and Mental Health Collaboration Program (JMHCP) grant funds (\$237,161) to finalize plans and implement a co-occurring juvenile mental health and substance abuse court in the 15th Judicial Circuit of Alabama. They will also develop curriculum materials for the psycho-educational needs of justice-involved youth and their families. CA/NCF		
For more information about this grant, contact the Office of Justice Program's Office of Communications at 202/307-0703.		

BUDGET AND BUDGET NARRATIVE
(ATTACHMENT 3)

PERSONNEL				Computation	Federal	Other	TOTAL
Name/Position	Item						
Warren Brantley, Court Therapist	Salary			20% FTE * \$66,747 annual salary * 2 years	\$0.00	\$26,698.80	\$26,698.80
Linda Parsley Engel, Therapist	Salary			25% FTE * \$52,451 annual salary * 2 years	\$0.00	\$26,225.50	\$26,225.50
SUB-TOTAL PERSONNEL					\$0.00	\$52,924.30	\$52,924.30
FRINGE BENEFITS							
Name/Position	Item			Computation	Federal	Other	TOTAL
Warren Brantley, Court Therapist	Fringe Benefits			\$26,698.80 * 25% benefits	\$0.00	\$6,674.70	\$6,674.70
Linda Parsley Engel, Therapist	Fringe Benefits			\$26,225.50 * 25% benefits	\$0.00	\$6,556.38	\$6,556.38
SUB-TOTAL FRINGE BENEFITS					\$0.00	\$13,231.08	\$13,231.08
TOTAL PERSONNEL					\$0.00	\$66,155.38	\$66,155.38
TRAVEL							
Purpose of Travel/Location	Item			Computation	Federal	Other	TOTAL
Grantee Orientation Meeting in Washington, D.C.	Airfare			4 attendees * \$300 per ticket	\$1,200.00	\$0.00	\$1,200.00
Grantee Orientation Meeting in Washington, D.C.	Lodging			4 attendees * \$230 per day for 2 days	\$1,840.00	\$0.00	\$1,840.00
Grantee Orientation Meeting in Washington, D.C.	Per Diem/Subsistence			4 attendees * \$71 per day for 2 days	\$568.00	\$0.00	\$568.00
BJA Sponsored Meeting in Washington, D.C.	Airfare			4 attendees * \$300 per ticket	\$1,200.00	\$0.00	\$1,200.00
BJA Sponsored Meeting in Washington, D.C.	Lodging			4 attendees * \$230 per day for 3 days	\$2,760.00	\$0.00	\$2,760.00
BJA Sponsored Meeting in Washington, D.C.	Per Diem/Subsistence			4 attendees * \$71 per day for 3 days	\$852.00	\$0.00	\$852.00
Travel for Advisory Group Member to Attend Meetings (Tuscaloosa, AL to Montgomery, AL)	Mileage			269 miles * .505 per mile * 4 trips over 2 years	\$543.38	\$0.00	\$543.38
Travel for Advisory Group Member to Attend Meetings (Birmingham, AL to Montgomery, AL)	Mileage			192 miles * .505 per mile * 4 trips over 2 years	\$387.84	\$0.00	\$387.84
Travel for FFT Training (Location TBD)	Airfare			1 attendee * \$300 per ticket	\$300.00	\$0.00	\$300.00
Travel for FFT Training (Location TBD)	Lodging			1 attendee * \$230 per night * 6 days	\$1,380.00	\$0.00	\$1,380.00
Travel for FFT Training (Location TBD)	Per Diem/Subsistence			1 attendee * \$71 per day * 6 days	\$426.00	\$0.00	\$426.00
TOTAL TRAVEL					\$11,457.22	\$0.00	\$11,457.22
SUPPLIES							
Supply Type/Purpose	Item			Computation	Federal	Other	TOTAL
Adobe Creative Suite	Software			\$1,799.00 per unit * 1 unit	\$1,799.00	\$0.00	\$1,799.00
Printing and binding for evaluation-related materials	Supplies			\$25 per document * 45 copies	\$1,125.00	\$0.00	\$1,125.00
Basic Office Supplies	Supplies			\$50.00 per month * 24	\$1,200.00	\$0.00	\$1,200.00
TOTAL SUPPLIES					\$4,124.00	\$0.00	\$4,124.00
CONSULTANTS/CONTRACTS							
Contractual	Service Provided			Computation	Federal	Other	TOTAL
Joni Templin	Development and Maintaining Curriculum for Training			\$380 per day * 15 days * 2 years	\$11,400.00	\$0.00	\$11,400.00
Thomas Petee, Ph.D.	Evaluation Consultant including data collection			\$450 per day * 18 days * 2 years	\$16,200.00	\$0.00	\$16,200.00

Amy Hinton	Project Coordinator	\$400 per day * 180 days	\$72,000.00	\$0.00	\$72,000.00
FFT Therapist	Functional Family				
Evania Norman	Therapy Provider	\$208 per day * 500 days	\$104,000.00	\$0.00	\$104,000.00
TOTAL CONSULTANTS/CONTRACTS	FFT Supervisor	\$210 per day * 78 days	\$16,380.00	\$0.00	\$16,380.00
OTHER COSTS			\$219,980.00	\$0.00	\$219,980.00
Type/Purpose	Item	Computation	Federal	Other	TOTAL
Training for Functional Family Therapy as provided by FFT Inc.	Training	Cost of Training @ \$1,600	\$1,600.00	\$0.00	\$1,600.00
TOTAL OTHER COSTS			\$1,600.00	\$0.00	\$1,600.00
TOTAL			\$237,161.22	\$66,155.38	\$303,316.60

BUDGET NARRATIVE

Personnel

In light of the current economic climate, Montgomery County is currently under a proration order imposed by the Montgomery County Commission, which includes a hiring freeze for all county positions. Consequently, a reliance on contractual arrangements with local consultants has been necessary for certain programs, activities and initiatives.

The Montgomery Area Mental Health Authority, a public, not-for-profit organization authorized by Act 310 of Alabama to coordinate the delivery of community mental health services in a four-county catchment area that includes Montgomery County. The Board of Directors for the Montgomery Area Mental Health Authority is currently not authorizing any new positions absent dedicated funding to cover salary/wages and benefits. Therefore, a contract service arrangement is the only way to provide clinical treatment interventions for this project. Moreover, the three Functional Family Therapists currently utilized by the Montgomery Area Mental Health Authority for the federally-funded "Safe Schools/Healthy Students" grant project with the Montgomery Public School system are also hired under this arrangement at the annual cost point listed in this proposed project budget, but are dedicated to activities funded under that grant exclusively.

The Montgomery County Family Court is designating portions of two staff positions as the mandated match of 20 percent. The Court Therapist and Therapist for the Juvenile Division have been assigned to the project at 0.20 FTE and 0.25 FTE, respectively.

Fringe Benefits

By avoiding the expense of fringe benefits and utilizing local consultants from the Auburn University Montgomery Center for Government and Public Affairs to manage project activities, the Montgomery County Commission expects to realize administrative cost savings of approximately \$24,900 for the proposed project.

Fringe benefits for the two staff positions designated for the mandated match have been calculated at 25 percent.

Travel

Grantee Orientation Meeting/BJA Sponsored Meeting: All travel listed under these two items of the budget are for meetings required of all grantees. Airfare rates are based upon the typical cost for travel between Montgomery and Washington, D.C. Lodging and per diem costs are taken from the U.S. General Services Administration website.

Travel for Advisory Group Members to Attend Meetings: This item is to reimburse travel costs for two Advisory Board members, the Cultural and Linguistic Competency Advisor and the Juvenile Justice Reform Advocate, to travel from their respective residences to Montgomery for four meetings to be held over the course of the grant period. The distance between Tuscaloosa (the resident city of the Cultural and Linguistic Competency

Advisor) and Montgomery is 269 miles round trip. The distance between Birmingham (the resident city of the Juvenile Justice Reform Advocate) and Montgomery is 192 miles round trip. Travel costs are calculated by multiplying the round trip distance for each advisory board member by the current mileage reimbursement rate (.505 per mile) which, in turn, is multiplied by 4 (the number of meetings).

Travel for Functional Family Therapy Training: The person hired to provide Functional Family Therapy services will need to be trained by FFT Inc., the organization that certifies therapists in the use of Functional Family Therapy. FFT Inc. provides periodic training across the United States throughout any given year. The precise location for this training has yet to be determined. However, the estimated costs for travel for this item are based upon average costs for travel from Montgomery to metropolitan areas in the United States. Airline travel costs are estimated based upon the typical airline tickets costs for travel to a metropolitan area. The Functional Family Therapy training occurs over six days, so lodging and per diem costs are based upon the costs for an average metropolitan city for that time period.

Supplies

Office Supplies: Miscellaneous costs related to project management, including copying, paper, and postage.

Printing and Binding Costs: Costs associated with producing project deliverables.

Adobe Creative Suite: For developing print-based and online training materials

Consultants

Education and Training Consultant: This position will be responsible for the development of the Family Resource Manual.

Evaluation Consultant (including Data Collection): This consultant will be responsible for implementing the evaluation design and all data collection related to the project. The costs here include the requirement for the 5% set aside for the data collection plan. The evaluator will also be involved in the ongoing monitoring and calibration of the screening process.

Project Coordinator: This consultant will be responsible for managing project activities, scheduling meetings, research activities associated with the project, and filing all required grantee reports through GMS.

Project Support: This individual will help facilitate meetings by recording attendance, minutes and other documentation required of grantees.

Functional Family Therapist: This individual will be hired to provide Functional Family Therapy, the evidence-based treatment modality used for this project. This position is listed as a contractual position because that arrangement is preferred by the Montgomery Area Mental Health Authority, the organization that will oversee the delivery of treatment services.

FFT Supervisor: This individual will supervise the Functional Family Therapist, including mentoring, coaching, and periodic review of case files. Functional Family Therapy is predicated upon the use of a therapeutic team and requires a high degree of supervision. The number of days is calculated as one day per week for a total of 18 months.

Other Costs

Training for Functional Family Therapy: This training is required for certification under the FFT program. The costs listed here represent the current price for training through FFT, Inc.

MEMORANDUM

TO: Circuit and District Judges
Circuit and District Clerks
Court Administrators
UJS Employees

FROM: Callie T. Dietz

DATE: January 8, 2009

RE: Follow-up on Deficit Prevention Plan for FY 2009

On December 19, 2008, I provided you with information concerning the major provisions of the Governor's plan to reduce state budgets by ten percent. The Chief Justice and I have been working with the Finance Office and looking at every aspect of the UJS budgets to determine how cuts can be made which will prevent staff lay-offs. The following is the plan that has been developed and will be implemented for the remainder of fiscal year 2009, unless additional reductions in the general fund are made by the Governor:

1. A hiring freeze on all UJS employees will be continued. If an employee leaves during the year due to retirement, termination, etc., a request can be made to replace the employee. Replacements will only be made where the need is determined to be critical and must be justified in writing by the requesting supervisor. Based on the critical nature of the position and the budget at that time, positions will be filled if possible.
2. No promotions or reclassifications will be granted until further notice.
3. The freeze on annual merit pay raises will continue until further notice.
4. Equipment purchases, furnishings and courthouse renovations will be limited and considered on a case-by-case basis.
5. Professional service contracts will be limited and granted only on the basis of critical need.
6. All in-state and out-of-state travel will be limited. In-state travel will be granted on the basis of necessity in the performance of your job and out-of-state travel will only be approved if grant or third-party funded.
7. All judicial education programs, except the Judges and Clerks Mid-Winter Conferences are suspended until further notice. Exceptions to these are those programs that are funded from sources other than the UJS (municipal, GAL Certification, GAL RE-Certification, CRO, etc.) All UJS Associations will be given the opportunity to determine if they would like to meet for a brief conference without reimbursement of mileage or per diem. If so, Judicial College staff will assist in planning, coordinating and implementing these programs for each association. Further, video conferencing will be developed and offered throughout the year to assist in critical educational efforts.

At this time we are managing the budget reduction through these efforts and by not replacing six positions at AOC and some contract positions in the field. Unless additional budget reductions are made by the Governor, we will not lay off any full time UJS employees. We are continuing to look at other areas, however, such as a reduction in jury trials and other methods of reducing costs or collecting money. In discussions with the Finance Office, the 2010 budget will be as challenging, if not more, than this one. Therefore, we must be as conservative as possible this year and the next.

Unless the budget improves for fiscal year 2009-10, we will not continue the discretionary funding to certain presiding judges and clerks that have been receiving them to fund local staff and equipment. These will end September 30, 2009. I ask that if this pertains to you please make note of it and get with your county commissions or take this opportunity to look for other avenues of replacing these monies if possible before the next fiscal year.

Finally, our court system is deeply indebted to Chief Justice Sue Bell Cobb for her outstanding advocacy in working through this budget crisis. Without her persuasive discussions and tireless efforts, we faced major staffing lay offs.

Thank you for your dedication to our courts and the hard work you do everyday.

MEMORANDUM OF UNDERSTANDING
FOR LOCAL JDAI SUB-GRANT

1. This memorandum is hereby entered into by and between the State of Alabama (hereinafter referred to as "the State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and Montgomery County Family Court, (hereinafter referred to as the "The Court"), which hereby agrees to provide planning and implementation of detention reforms consistent with the core strategies of the Annie E. Casey Foundation's JDAI efforts.

2. In order to be timely paid by the State for such award, the Court agrees to submit to the AOC a "Request for Advance of Funds," form provided by AOC signed by the lead JDAI judge and received by the AOC on or before the 1st of October 2010, and a "Report of Use of Funds".

The Juvenile Court of Montgomery County, Alabama will be awarded a sum not to exceed \$25,000 annually beginning October 1, 2010 and ending on September 30, 2011. This fund shall include any and all expenses for the sub-grant including travel and training.

3. The Court, at all times in the performance of the sub-grant, agrees to indemnify, defend, and hold harmless all directors, officers, agents, and employees of the AOC and the officers, agents, and employees of any Alabama court for activities conducted under the auspices of the sub-grant by the Court. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this sub-grant, be enacted, then that conflicting provision in the sub-grant shall be deemed null and void. The Court's sole remedy for the settlement of any all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

4. All parties agree that this sub-grant is for a one-year period beginning **October 1, 2010 and ending September 30, 2011**; and that this sub-grant supersedes and makes void any existing agreement for the same and/or similar service for the above-stated period of time. This sub-grant may be amended at any time by mutual consent of the parties hereto, with any amendment to be invalid unless in writing and signed by all the parties. A Court's failure to provide appropriate services or comply with any provision of this sub-grant may result in the immediate termination of this sub-grant. In addition, this sub-grant may be terminated with or without cause by any party at any time after giving all parties thirty (30) days written notice.

Lead JDAI Judge

Date:

Recipient/Administrator for funds

Date:

Callie T. Dietz
Administrative Director of Courts

Date:

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MONTGOMERY COUNTY COMMISSION AND AEROQUEST OPTIMAL

THIS AGREEMENT is made as of the _____ day of _____ 2010.

BY AND BETWEEN:

MONTGOMERY COUNTY COMMISSION

a political subdivision of the State of Alabama, and having offices at
131 S. Perry Street, Montgomery, AL 36104

(hereinafter called "Montgomery County" or "Buyer")

AND:

AEROQUEST OPTIMAL, INC.

a company duly incorporated under the laws of State of Delaware
and having an office at 4975 Bradford Drive, Suite 100
Huntsville, AL, USA 35805;

(hereinafter called "Optimal" or "Seller")

WITNESSETH THAT WHEREAS

- A. Buyer desires Optimal to provide the hereinafter described goods and services, and Optimal is willing to provide same as hereinafter provided.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises contained herein, the parties hereto agree as follows:

1. Optimal shall provide the goods and/or services together with the necessary personnel required to complete the Work as described in the Statement of Work.
2. As full consideration for its performance herein, Optimal will be paid by Buyer the amounts set out in the Payment Terms in the manner described therein.
3. Optimal shall commence performance as of the day and year first above written and thereafter proceed according to the schedules of performance contained in the Statement of Work.
4. All Notices to be sent by either party to the other shall be in writing and addressed as follows:

MONTGOMERY COUNTY COMMISSION	AEROQUEST OPTIMAL, INC.
131 S. Perry Street Montgomery, AL 36104 Attn: Ron Stanfield, GIS Manager Fax: 334. 832.2535 Tel: 334. 832.1303	4975 Bradford Drive, Suite 100 Huntsville, AL 35805 Attention: Gladys Nunn, Contracts Manager Fax: 256.882.7774 Tel: 256.882.7788 E-Mail: gladys.nunn@optimalgeo.com

CONTRACT: RV-12381-000-00
MONTGOMERY COUNTY COMMISSION AND AEROQUEST OPTIMAL

5. The documents making up this Contract shall be interpreted in the following descending order of precedence:
- a. this Agreement;
 - b. Attachment C - GENERAL TERMS AND CONDITIONS;
 - c. Attachment A - STATEMENT OF WORK;
 - d. Attachment B - PRICE AND PAYMENT.

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

MONTGOMERY COUNTY COMMISSION

AEROQUEST OPTIMAL, INC.

BY: _____
(Signature)

BY: 
(Signature)

(Printed Name)

Mark W. Brooks
(Printed Name)

TITLE: _____
(Authorized representative)

TITLE: General Manager & Vice President
(Authorized Representative)

DATE: _____

DATE: September 7, 2010

CONTRACT: RV-12381-000-00
MONTGOMERY COUNTY COMMISSION AND AEROQUEST OPTIMAL

Attachment A
STATEMENT OF WORK

1. GENERAL PROJECT REQUIREMENTS AND PRODUCTS

- a. Utilize existing Ground Control Monuments and place targets at sufficient positions to support the New Digital Orthophotography and Update Mapping.
- b. Collect Airborne GPS/IMU controlled color aerial imagery at a scale that will support the generation of color digital orthophotography and update mapping for the 1"=100', 1"=200' and 1"=400' areas in compliance with Montgomery County's existing GIS base map specifications.
 1. 1"=660' negative contact scale photography or equivalent imagery from a large format digital camera will be used for the 100 scale area and portions of the 200 scale and 400 scale in the northern portion of the County.
 2. 1"=1320' negative contact scale photography or equivalent imagery from a large format digital camera will be used for the remaining 200 and 400 scale areas of the County.
- c. Process, verify, and accept the color aerial imagery. All imagery will be in compliance with the established flight plan and will be free of defects caused by atmospheric conditions, flight conditions, and processing.
- d. If a film approach is used, scan the processed color aerial photography negatives at 14 microns.
- e. Develop a quality softcopy Aerial Triangulation solution.
- f. Prepare an Aerial Triangulation Report.
- g. Update the following planimetric features in a Softcopy Photogrammetric environment. All features shall be collected to comply with National Map Accuracy Standards.
 1. Edges of paved roads
 2. Building Outline (Roof Top)
 3. Hydrography
- h. Provide a topographic update of the existing 2' DTM and contours for any areas of significant change throughout the County.
 1. OPTIMAL will edit the existing DEM/DTM photogrammetrically in areas where a significant physical change in the surface is apparent. Significant change is generally defined as those changes to the terrain associated with earth works. These areas of significant change may include but are not limited to major development, recent construction, re-channeling of drainage features, and other general earthworks. Temporal changes associated with new imagery such as water level changes and differences in photogrammetric interpretation are not considered significant changes. Areas of minor change such as localized grading for individual driveways, small decorative ponds and similar minor terrain variations are also not considered significant changes. Similarly, the terrain associated with temporary surface features that are rapidly changing such as active quarries, areas under construction, and debris piles will not need to be modified to reflect the terrain during the time of flight.
- i. Prepare New Color Digital Orthophotos that comply with NMAS for 1"=100', 1"=200' and 1"=400' as required, based upon the area indicated on the map provided by the County. The delivered ground pixel resolutions shall be 0.5 foot for all tiles associated with the lower altitude flight in the northern portion of the County. The ground resolution will be 1.0 foot for all tiles associated with the higher altitude flight in the southern portion of the County.

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- j. The New Digital Orthophotos covering the County shall be delivered in both TIFF format tiled to the County tiling scheme and as compressed mosaics organized by block in MrSID format.
- k. The Updated Planimetric Files and Contour File will be delivered in ESRI File GeoDatabase formats.

2. TECHNICAL REQUIREMENTS

A. AREA

The area for the digital orthophotography and mapping shall be consistent with the deliverables produced by Optimal Geomatics for the County in 2009. Aerial imagery shall be acquired when trees are barren (leaf-off) and when the sun angle is greater than 30 degrees. Any necessary ground control points (other than checkpoints) must be paneled prior to flying.

B. ORTHOPHOTO PRODUCTS

Orthophotography output scales will be 1"=100' & 1"=200'.

1. **1"=100' AREA** – The 1"=100' scale tile area will be flown at 1"=660' negative contact scale or equivalent to support digital orthos with a ground pixel resolution of 0.5 feet. Orthophotography will be tiled to the County tiling scheme. These images shall integrate seamlessly into the Buyer's existing grid system based on the US State Plane Coordinate System, Alabama East zone, on NAD83 in US Survey feet. Each image shall be digitized at a higher resolution than the output pixel resolution; no down sampling shall be permitted. Compressed mosaics will be supplied in MrSID format to the County defined tiling scheme from 2009.
2. **1"=200' AREA** – The 1"=200' scale tile area will be flown with a combination of 1"=660' negative contact scale or equivalent and 1"=1320' negative contact scale imagery or equivalent to support digital orthos with a ground pixel resolution of 0.5 or 1 foot based on the deliverable scheme from the 2009 survey. Orthophotography will be tiled to the County 1"=200' Area tiling scheme. These images shall integrate seamlessly into the Buyer's existing grid system based on the US State Plane Coordinate System, Alabama East zone, on NAD83 in US Survey feet. Each image shall be digitized at a higher resolution than the final output pixel resolution; no down sampling shall be permitted. Compressed mosaics will be supplied in MrSID format to the County defined tiling scheme from 2009.
3. **1"=400' AREA** - The 1"=400' scale tile area will be flown with a combination of 1"=660' negative contact scale or equivalent and 1"=1320' negative contact scale imagery or equivalent to support digital orthos with a ground pixel resolution of 0.5 or 1 foot based on the deliverable scheme from the 2009 survey. Orthophotography will be tiled to the County 1"=400' Area tiling scheme. These images shall integrate seamlessly into the Buyer's existing grid system based on the US State Plane Coordinate System, Alabama East zone, on NAD83 in US Survey feet. Each image shall be digitized at a higher resolution than the final output pixel resolution; no down sampling shall be permitted. Compressed mosaics will be supplied in MrSID format to the County defined tiling scheme from 2009.

3. AERIAL IMAGERY

- a. **FILM.** Color aerial film shall be a fine grain high-speed photographic emulsion on a dimensionally stable base. The film must have been stored and handled in accordance with the manufacturer's instructions. Only one type of film shall be used for the entire project. Outdated film shall not be used.

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- b. **DIGITAL IMAGERY.** If a digital camera platform is used, the camera will be a large format metric camera designed for precision aerial mapping. The camera model will be USGS type certified.
- c. **ACQUISITION TIMING.** Aerial imagery shall be acquired when deciduous trees are barren (leaf-off) and when the sun angle is greater than 30 degrees. Imagery shall not be undertaken when snow, haze, fog, or dust obscures the ground; when streams are not within their normal banks; or when clouds or cloud shadows will appear in any one image. The imagery shall not contain objectionable shadows caused by relief or low solar altitude.
- d. **RE-FLIGHTS.** The seller shall correct unacceptable aerial imagery at no additional cost to the County. Re-flight coverage shall overlap the accepted imagery by a sufficient amount to provide for continuous stereoscopic coverage
- e. **PHOTO SCALES.** Aerial imagery at a photo scale of 1"=660' (3960' +/- 5% above average ground level) or equivalent shall be obtained for the northern portion of the County which includes all of the 100 scale tiles and some of the 200 and 400 scale tiles.
Aerial imagery at a photo scale of 1"=1320' (7920' +/- 5% above average ground level) or equivalent shall be obtained for the southern portion of the County which includes 200 scale tiles and 400 scale tiles.
Aerial film used shall be a fine-grained, high-speed photographic emulsion on a dimensionally stable base. Negatives deviating the specified scale by more than five percent (5%) shall be cause for rejection.
- f. **PROJECT AREA OVERLAP.** Overlapping images shall provide full stereoscopic coverage of the entire project area. The first flight line will be flown to overlap the project's boundary by 25% of the image area. The final flight line will provide a minimum of 25% overlap outside the project area. Each flight line shall have a minimum of 2 principal points outside the project area at the beginning and end of each flight line.
- g. **FORWARD AND SIDE LAP.** Aerial images shall have an average of sixty percent (60%) (+/- 5%) forward overlap. Sidelap shall not be less than thirty percent (30%). Flight lines shall not deviate more than ten percent (10%) from the flight plan location. Sidelap error shall average less than 5 % for optimal coverage.
- h. **CRAB AND TILT.** Crab shall not exceed 3 degrees for a single flight line. Tilt shall not exceed 3 degrees for a single exposure 5 degrees with respect to adjacent images. The average tilt for the entire project shall not exceed 1 degree.
- i. **AERIAL CAMERA.** The aerial camera shall be a precision aerial mapping camera (RC-30 or equivalent) equipped with forward motion compensation (FMC) and a low distortion, high-resolution lens. The focal length of the lens shall be 6" with an average weighted area resolution (AWAR) of 90 or greater. The camera shall conform to current ADOR Aerial Photography-Photographic Reproductions Specifications. If a Digital Camera is used, the camera will be a large format metric camera designed for precision aerial mapping. The camera model will be USGS type certified.
- j. **CALIBRATION REPORT.** A USGS camera calibration report, no more than three years old, shall be submitted with the flight plan prior to the photo mission. Type certification and manufacturer's calibration report will be supplied if a Digital Camera is used.
- k. **IMAGE QUALITY.** Images shall be clear and sharp in detail and free from light streaks, static marks, scratches, and other blemishes. Special care shall be exercised to ensure proper developing and thorough fixing and washing of all film. Special care should be exercised to prevent distorting the film during processing and drying. Digital images shall be balanced to ensure consistent tone, contrast, and shading.

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I. DOCUMENTATION

- (1) Film Inspection Report will be prepared and made available as requested.
- m. **HORIZONTAL AND VERTICAL CONTROL.** Seller shall use sufficient horizontal and vertical ground control for all photogrammetric mapping associated with this project. All control shall be tied to the US State Plane Coordinate System, Alabama East zone, 1983 North American Datum, and U.S. Survey feet and shall be fully compatible with the County's existing control.
- n. **AIRBORNE GPS.** Seller shall utilize airborne GPS. Sufficient horizontal and vertical control to support the airborne GPS and aerotriangulation solution must be acquired. Flight plans shall indicate the locations of GPS control points collected.

4. SURVEY SPECIFICATIONS

Seller shall utilize Montgomery County's existing monumented ground control provide by seller under a previous contract. The survey shall be sufficient to yield mapping products that meet National Map Accuracy Standards for the appropriate scales (assuming utilization by trained photogrammetrists using softcopy technology in accordance with standard industry practice). The County reserves the right to obtain data, readings, records, or other information relating to this project from the Seller.

5. COORDINATE SYSTEM

The horizontal control shall be tied to the US State Plane Coordinate System, Alabama East zone, 1983 North American Datum, U.S. Survey feet.

6. DIGITAL ORTHOPHOTOGRAPHY

- a. **GENERAL REQUIREMENTS.** The tiled digital orthophoto images shall have a uniform tone and density for each scale of imagery. They shall preserve the clarity and detail of the original images to the maximum extent possible and shall, to the maximum extent possible, be free of dust marks, scratches, fog, streaks, stains, and blemishes of any kind. The imagery shall be free of scan lines, double exposures, out-of-focus images, mismatched imagery and inconsistencies in tone and density from one image to an adjacent image that may interfere with the interpretability of ground features or that are aesthetically objectionable. Images shall be edge-matched to appear seamless when referenced together in each respective scale.
- b. **ACCURACY.** All ground level features on the final digital Orthophotos shall meet horizontal National Map Accuracy Standards (NMAS). All remaining inputs and processes (i.e. aerotriangulation control and methodology, scanner calibration, and sensor calibration) used in digital orthophoto production shall be sufficiently accurate to ensure that the final product meets NMAS.
- c. **DTM/DEM.** The Seller shall update the existing DEM surface file that was used for the existing digital orthos to control and generate the new digital orthos.

7. UPDATE PLANIMETRIC REQUIREMENTS: Standard Aeroquest Optimal collection procedures and Alabama DOR guidelines will be used for the mapping update.

a. Building Outline (Roof Top)

- 1. Minimum size shall be 10'x 10' for the 100' scale area and 20'x 20' for the remainder of the County.
- 2. Buildings shall be structured with polygonal topology and will contain attribution consistent with the 2009 update mapping.

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b. Edges of Pavement

Compile the visible edges of new paved roads as interpreted from the imagery. Traveled ways shall be topologically structured as polygons and shall meet NMAS positional standards in accordance with existing specifications.

c. Hydrography

Compile any new or substantially changed Rivers, streams, lakes, ponds, and dams to meet NMAS positional standards in accordance with existing specifications. Temporal changes associated with new imagery such as water level changes will not merit updates.

8. CONTOUR INFORMATION

The contour data shall be updated in areas of significant change throughout the County.

OPTIMAL will edit the existing DEM/DTM photogrammetrically and update the contours in areas where a significant physical change in the surface is apparent. Significant change is generally defined as those changes to the terrain associated with earth works. These areas of significant change may include but are not limited to major development, recent construction, re-channeling of drainage features, and other general earthworks. Temporal changes associated with new imagery such as water level changes and differences in photogrammetric interpretation are not considered significant changes. Areas of minor change such as localized grading for individual driveways, small decorative ponds, and similar minor terrain variations are also not considered significant changes. Similarly, the terrain associated with temporary surface features that are rapidly changing such as active quarries, areas under construction, and debris piles will not need to be modified to reflect the terrain during the time of flight.

The following contour information shall be included as applicable:

- (1) Index Contours
- (2) Hidden Index Contours
- (3) Depression Index Contours
- (4) Hidden Depression Index Contours
- (5) Index Contour Label
- (6) Intermediate Contours
- (7) Hidden Intermediate Contours
- (8) Depression Intermediate Contours
- (9) Hidden Depression Intermediate Contours

9. CONTRACT DELIVERABLES

At the conclusion of this Project, and as a condition of its completion, Seller shall deliver to the Buyer the following products and information to Montgomery County:

- a. Fully Analytical Aerial Triangulation Report
- b. Camera Calibration Report or Type Certificate

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- c. Updated Planimetric Files (features listed above in the technical requirements) in ESRI File GeoDatabase or shapefile format.
- d. Updated 2-foot contours delivered in ESRI File GeoDatabase or shapefile format.
- e. Updated DTM in ESRI File GeoDatabase, or shapefile format.
- f. New Color Digital Orthophoto imagery tiled to the County's tiling scheme by scale area (1"=100', 1"=200' and 1"=400') in TIFF/TFW formats.
- g. MrSID mosaics at an agreed upon compression ratio tiled in accordance with the County tiling scheme.
- h. Optimal will maintain backup copies of digital topography for a period of 1 year at no cost to the County.

10. SCHEDULE

- a. The project is expected to start in December, 2010 and should be complete no later than December 31, 2011.

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Attachment B
PRICE AND PAYMENT

1. PRICE

- 1.1 Firm Fixed Price for the Work described in Attachment A - Statement of Work is Three Hundred-Sixty Five Thousand Dollars (\$365,000.00).
- 1.2 All amounts stated in this Contract are in US dollars.
- 1.3 Montgomery County shall not be obliged to reimburse Optimal in excess of the Firm Fixed Price. Optimal shall not be obliged to perform any Work or provide any service that would cause the liability of Montgomery County to exceed the said Firm Fixed Price, unless so authorized in writing by Montgomery County.
- 1.4 Optimal shall notify Montgomery County as to the adequacy of the Firm Fixed Price and provide a new estimate of cost if, at any time, Optimal considers the funds provided are inadequate for the completion of the Work. It is understood and agreed between the parties that the giving of such notifications and estimates shall not increase Montgomery County's liability for the Work over the above Firm Fixed Price.

2. INVOICING / PAYMENT

- 2.1 Optimal will issue monthly invoices based on percent complete in a form satisfactory to Montgomery County and be accompanied by such supporting documentation as Montgomery County may reasonably require.
- 2.2 Invoices shall be deemed valid and accepted unless Montgomery County notifies Optimal within fourteen (14) calendar days after receipt of an Invoice that it cannot accept the Invoice. In that event, reasons for such rejection shall be stated in the Notice of Rejection of Invoice.
- 2.3 Montgomery County shall pay each Invoice within thirty (30) calendar days of receipt of a satisfactory Invoice.

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Attachment C
GENERAL TERMS AND CONDITIONS

1. PREVAILING TERMS

The following terms and conditions identify the minimum requirements. If Purchase Order terms and conditions apply, as provided, the greater of or additional requirements contained in the respective terms and conditions shall apply.

2. INDEPENDENT CONTRACTOR

Aeroquest Optimal (herein after called "Optimal") is and shall at all times be an Independent Contractor to Buyer during performance under this Contract, and at no time shall be considered an agent, servant, or partner of Buyer. All persons employed by Optimal to perform its obligations under the Contract shall be its employees or servants and not the employees, servants, or agents of Buyer.

3. SOURCE MATERIALS

3.1 Within seven (7) calendar days of contract signing, the Buyer will provide Optimal with the Source Materials requested and set out in either this agreement, the Buyer's RFP or Optimal's Proposal.

3.2 Should Optimal determine that relevant information is missing from the provided Source Materials and that the missing information is essential for Optimal to be able to proceed with completion of the Work, Optimal will Notify the Buyer and request direction before proceeding further with the Work. Buyer may provide the missing information or authorize Optimal to perform additional work to obtain the missing information. Buyer shall not be liable for any additional costs associated with any missing data unless the Buyer pre-approves such costs in writing.

3.3 Should Optimal discover that the Source Materials contain inaccuracies and that these inaccuracies must be either (1) corrected or (2) new data obtained before Optimal can proceed with the completion of the Work, Optimal will notify the Buyer of the inaccuracies and the effect upon its performance of the Work before proceeding further with the Work. Buyer may either: (1) replace the defective Source Materials; or (2) increase the amount to be paid to Optimal under the Contract to cover the cost of correcting the inaccuracies; or (3) waive or change the affected requirements and direct Optimal in writing to proceed based on the existing Source Material. Buyer shall not be liable for any additional costs associated with any inaccurate Source Materials unless the Buyer pre-approves such costs in writing.

3.4 Any delay in obtaining direction or authorization from the Buyer will be deemed an excusable delay.

4. TITLE TO GOODS AND SERVICES - RISK OF LOSS

4.1 Except as may otherwise be provided herein, Buyer shall acquire title to goods and services to be provided by Optimal in this Contract. Optimal warrants that it has good and marketable title to goods and services, and that they are and shall be free of and from any claims, liens, charges or encumbrances of any kind. Title to such goods and services shall pass to Buyer upon receipt and acceptance at the place or places designated herein.

4.2 The risk of loss to such goods and services shall pass to Buyer upon delivery to the Buyer at the delivery point specified in this Contract.

5. INSPECTION AND ACCEPTANCE

5.1 Buyer, its representatives, or Client may from time to time wish to view Optimal's performance under the Contract or conduct tests or inspections. Optimal agrees to co-operate fully with such activities and to allow reasonable access to its facilities and those of its subcontractors or Optimal's at all reasonable times for these purposes.

5.2 Any inspections, tests, review, or comments by Buyer, its representatives, or Client shall in no way relieve Optimal of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.

5.3 If any of the goods and services do not conform to the requirements of this Contract, Buyer may, within fourteen (14) days of receipt, reject any or all of the goods and services. If the Buyer has not rejected the goods and services within fourteen (14) days of receipt thereof the goods and services shall be deemed accepted. Rejected goods may, at the option of Buyer, be held for Optimal's disposition instructions or returned to Optimal. Any approval or acceptance by Buyer of part of the goods and services shall not relieve Optimal of its obligations. No act of payment by Buyer shall be considered an approval or acceptance of any or

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all of the goods and services.

6. WARRANTIES/GUARANTEES

- 6.1 Optimal warrants that the goods and services to be provided herein shall:
 - a. be new and of commercially reasonable quality where no quality is specified;
 - b. conform with the requirements of the Contract and any specifications or drawings incorporated herein; and
 - c. be free from defects in workmanship, materials, and design, where design is the responsibility of Optimal.
- 6.2 If at any time prior to the expiry of NINETY (90) DAYS from the date of the acceptance of the goods or services provided by Optimal the goods or services, or any part thereof, do not in any way conform to the requirements of the Contract, then upon notice to Optimal by Buyer within a reasonable period of time after the discovery thereof, Optimal shall promptly repair, replace, correct or re-perform such defective goods or services to the satisfaction of and at no cost to Buyer.
- 6.3 THIS SOLE AND LIMITED WARRANTY, IS IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO, THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FUNCTION AND WHETHER ARISING OUT OF STATUTE, LAW, EQUITY, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE.
- 6.4 IN NO EVENT SHALL OPTIMAL BE LIABLE FOR ANY CONSEQUENTIAL LOSSES OR DAMAGE INCLUDING LOSS OF PROFIT, DATA, USE, OR CAPITAL, BY BUYER, ARISING HEREFROM.

7. REPORTS AND MEETINGS

Optimal shall furnish Buyer with reports and attend meetings when and as reasonably required by Buyer.

8. CHANGES - SUSPENSION

- 8.1 Buyer by notice through its authorized representative shall at all times have the right to:
 - a. make changes (Change) hereto including, but not limited to, the goods or services to be provided; the time, place, or method of delivery; design; specifications; or drawings; or
 - b. suspend performance by Optimal (Suspension) herein, whereupon Optimal shall promptly comply with such Suspension as required; place no further orders or subcontracts; make all reasonable efforts to obtain suspension terms favourable to Buyer; and use its personnel and facilities so as to minimize costs associated with the Suspension.
- 8.2 If Optimal believes any instruction, interpretation, or decision by Buyer affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to Buyer's authorized representative of the effect upon Optimal's performance obligations. Receipt of such Notice by Buyer or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by Buyer that results from an error, mistake, or omission of Optimal in the provision of goods or services herein be considered as a Change.
- 8.3 If any Change or Suspension results in an alteration to the cost of or time required for Optimal performance herein, an equitable adjustment will be made and the Contract amended accordingly. Optimal shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.
- 8.4 If Buyer fails to make payments to Optimal in accordance with the terms of this Contract, Optimal may suspend performance hereunder until all amounts owing have been paid.

9. TERMINATION

- 9.1 Either Party may at any time and without cause, upon thirty (30) days notice to the Other Party, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Optimal shall be paid for all work delivered and accepted in accordance with the Contract, the fully burdened cost of any work in progress but not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.
- 9.2 Upon default by Optimal of any material term, condition, covenant or agreement to the Contract, and upon Optimal's failure to cure such default within thirty (30) days of written notice thereof, Buyer may terminate all or a portion of this Contract. Optimal shall be paid for all Work delivered to and accepted by Buyer prior to the termination and work performed (work in progress) to the effective date of termination. Deemed acts of default by Optimal shall include but not be limited to:

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MONTGOMERY COUNTY COMMISSION AND AEROQUEST OPTIMAL

- a. Optimal ceasing to carry on its business in the ordinary course; or,
 - b. insolvency or bankruptcy of Optimal, or the making of a general assignment for the benefit of creditors; or,
 - c. an order of receivership, or for the liquidation or winding up of Optimal; or,
 - d. the appointment of a Custodian, Receiver or Manager or similar person in respect of Optimal.
- 9.3 Upon default by Buyer of any material term, condition, covenant or agreement to the Contract, and Buyer's failure to cure such default within thirty (30) days of written notice thereof, Optimal may terminate all or a portion of this Contract. Deemed acts of default by Buyer shall include but not be limited to:
- a. Buyer ceasing to carry on its business in the ordinary course; or,
 - b. insolvency or bankruptcy of Buyer, or the making of a general assignment for the benefit of creditors; or,
 - c. an order of receivership, or for the liquidation or winding up of Buyer;
 - d. the appointment of a Custodian, Receiver, or Manager or similar person in respect of Buyer; or
 - e. failure to make payments in accordance with the terms of the agreement.

10. EXCUSABLE DELAYS

A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government in either its sovereign or contractual capacity (including but not limited to export/import control); fire; flood; strike; epidemic; quarantine restrictions; freight embargo; or unusually severe weather. The affected party shall immediately give notice to the other, including all relevant information available, that any such actual or potential cause is delaying or threatens to delay the timely performance of the Contract.

11. COMPLIANCE WITH LAW

Optimal shall comply at all times with all federal, state, county, provincial, municipal or local laws and regulations.

12. CONFIDENTIAL INFORMATION

12.1 Both parties agree to:

- a. receive and maintain as proprietary and confidential, any Confidential Information of the other party; and
- b. to protect same from disclosure to others or from use, by itself or others, for any purpose inconsistent with this Contract without the prior written consent of the providing party.

12.2 Confidential Information shall include information or property falling within the scope of a party's patents, copyright, trade secrets, technical data, know-how, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include all information received by a party under an obligation of secrecy or confidentiality, but shall not include information which:

- a. was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract; or
- b. is lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain but only after such time; or
- c. after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

12.3 The provisions contained within this Article, shall survive termination of the Contract for any reason whatsoever for ten (10) years from the effective date of this Contract.

13. SUBCONTRACTS/PURCHASE ORDERS

13.1 Nothing contained herein shall prevent Optimal from employing independent contractors, consultants, associates and/or subcontractors to assist in the performance of the Services. Optimal agrees to preserve and protect the rights of the parties hereto in any subcontracts or purchase orders for the provision of any portion of the goods or services required hereunder.

13.2 Optimal is not obliged to seek Buyer's consent to subcontracts. Optimal shall have sole discretion in the choice of contractors, consultants, associates and/or subcontractors or whether to permit the subcontracting of any portion of the work at any tier.

14. INDEMNITY FOR PATENT INFRINGEMENT

Optimal shall defend, indemnify and save harmless Buyer from and against all damages, costs and expenses, including attorneys' fees and costs either may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against Buyer as a result of the sale or use of the goods or services provided by Optimal under this Contract and based upon actual or alleged infringement of any letters patent, copyright, trade

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secret, or trademark, or proprietary rights of others. Buyer will provide Optimal with timely written notice of any such claim, and will co-operate fully with Optimal in furtherance of Optimal obligations herein. Optimal obligations herein shall not apply to Buyer-provided designs or specifications.

15. LIABILITY AND INDEMNIFICATION

15.1 Optimal shall indemnify and save harmless Buyer from and against all manner of actions, proceedings, claims, demands, losses, costs, damages, and expenses whatsoever which may be brought or made against, or which Buyer may sustain, pay or incur, as a result of or in connection with the performance or non-performance of the Contract in whole or in part by Optimal, whether in contract, tort or otherwise.

15.2 Buyer shall provide Optimal with timely written Notice of any such claim, and will provide all relevant information and co-operate fully with Optimal in furtherance of Optimal's obligation herein.

15.3 IN NO EVENT SHALL OPTIMAL BE LIABLE FOR LOSS OF PROFITS, LOSS OF REVENUE, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

15.4 Notwithstanding any other provisions of this Contract, Optimal's liability under this contract shall be limited to the lesser of the amount paid under this Contract or one million dollars (\$1,000,000.00).

16. INSURANCE

16.1 Optimal shall maintain in force during the term of this Contract insurance with the following minimum limits:

- a. \$1,000,000 General Liability
- b. \$1,000,000 Automobile Liability
- c. \$1,000,000 Professional Liability (Errors & Omissions)
- d. \$2,000,000 Aviation/Aircraft Liability (if aerial data acquisition is part of the contract)
- e. Worker's Compensation as required in any jurisdiction in which work is to be performed

16.2 If requested by the Buyer, within ten (10) days of the execution of the Contract or Notice to Proceed, Optimal shall provide the Buyer with a certificate of insurance:

- a. showing evidence of the above coverage;
- b. showing Buyer as an Additional Insured;
- c. providing for a minimum of thirty (30) days prior written notice to Buyer of any cancellation or material alteration to any coverage.

17. NOTICES

Any Notice herein by one party to the other shall be in writing and shall be submitted to those persons as directed in the Agreement.

18. DISPUTES

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be conducted in accordance with the rules of the American Arbitration Association by a single arbitrator, in English, in Etowah County, AL. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

19. WAIVER

Waiver by either party of the strict performance of any term, condition, covenant, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, covenant or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, covenant or agreement.

20. HEADINGS

Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

21. SEVERABILITY

If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, as the case may be, and the application thereof, shall not be affected thereby.

22. LAW OF CONTRACT

The laws of the State of Alabama, USA, shall govern the legal obligations of the parties and the interpretation of the Contract. The parties agree that the UNCITRAL rules are not applicable to this contract.

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23. ASSIGNMENT

Neither the Contract nor any rights or obligations contained herein may be assigned or otherwise transferred by Optimal without the prior written consent of Buyer except as noted in Article 13 above. Such consent shall not be unreasonably withheld.

24. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

Each and every of the provisions contained in this Contract on the part of either party shall apply to the benefit of and bind their respective legal representatives, successors and assigns.

25. TAXES/DUTY

25.1 Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes, customs or import/export duties and excise taxes; and any such taxes or duties required by law shall be paid by Buyer.

25.2 All local or other applicable taxes are the responsibility of the Buyer.

26. PUBLICITY

Both parties acknowledge and accept that the other Party's name shall not be disclosed without the express written permission of the Other Party for purposes of advertising. Advertising includes but is not limited to press releases, brochures, photographic coverage, or verbal announcements concerning this Contract and/or any subsequent agreement. Such permission will not unreasonably be withheld.

27. COUNTERPARTS

This agreement may be signed in any number of counterparts, each of which, when taken together, shall constitute a fully executed original signed by both Parties.

28. ENTIRETY OF CONTRACT

The Contract together with all Attachments and Appendices attached hereto or incorporated herein by reference comprise the entire agreement between the parties and supersedes all other previous statements, representations, or agreements, whether oral or written. **[Rev. 2010-07-13]**

**PERSONAL PROPERTY AUDIT SERVICES AGREEMENT
BETWEEN
TAX MANAGEMENT ASSOCIATES, INCORPORATED
AND
MONTGOMERY COUNTY, ALABAMA BOARD OF COMMISSIONERS**

This Agreement, made and entered into this _____ day of _____, 2010 by and between the Montgomery County Board of Commissioners, hereinafter referred to as "County", and Tax Management Associates, Incorporated, hereinafter referred to as "Contractor".

SPECIAL PROVISIONS

WITNESSETH

WHEREAS, the County is a political subdivision of the State of Alabama; and

WHEREAS, the Contractor is engaged in the business of providing audit and compliance review services regarding the listing and assessment of Business Personal Property as provided by Alabama Law; and

WHEREAS, the above primarily involves dealing with property tax laws and regulations which are administered by Local and State taxing officials including the County Revenue Commissioner; and

WHEREAS, Contractor desires to enter into this Agreement to provide services regarding statutory requirements, governmental relations, and administrative agency consulting, as well as contacts with various elements of local governments and businesses sharing a common interest in Business Personal Property listing and assessment compliance and equitable taxation,

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SERVICES

The CONTRACTOR agrees to the following:

Perform Business Personal Property Field Audits to verify the accuracy of personal property listings that are assigned by the County Revenue Commissioner and in accordance with the rules, regulations, and directions of the Alabama Department of Revenue. Field Audits includes the audit of any account assigned by the County requiring a comprehensive review of the taxpayer's accounting records to verify the accuracy in personal property listings. Field Audits will be performed on all accounts for the current year and applicable prior years as directed by the County Revenue Commissioner. The current year shall be deemed to be the year that an individual account is assigned for audit. Specific tasks shall include the following.

- (1) Conduct the scheduling of field audits with taxpayers who are assigned by the County Revenue Commissioner for audit including the preparation of correspondence relative to scheduling and the preparation of other correspondence advising taxpayer of audit findings.
- (2) Conduct audits through the implementation of generally acceptable audit and review procedures regarding a review of a taxpayer's accounting records that are applicable in verifying the accuracy of information contained in a taxpayer's listing of personal property and in accordance with the rules, regulations and policies of the Alabama Department of Revenue.
- (3) Defend audit findings before the taxpayer and County and throughout any appeals process except that the Contractor shall not be responsible for defending legal or appraisal issues.
- (4) Prepare reports in such form and detail as may be required by the County Revenue Commissioner in connection with audit activity including but not limited to:
 - (a) Reports on each completed audit describing property owned by the audited taxpayer, description of any property discovered to be escaping taxation and the computation of property valuations computed according to the County's standard appraisal methodology. Such information will be described separately for each taxing jurisdiction within the County.
 - (b) Reports describing property in the possession of the audited taxpayer owned by others including leased, loaned, and rented personal property.
 - (c) Reports reflecting the status and audit progress of each taxpayer account assigned to Contractor for audit that shall be provided the County Revenue Commissioner in conjunction with monthly invoices submitted by the Contractor for payment of services as provided herein.

- (5) Provide training to designated employees of the County as to all aspects of the services provided by the Contractor. Any designee of the County may accompany Contractor on any audit, provided however that the County shall be responsible for the travel-related expenses of such designee.
- (6) Contractor shall comply with provisions of the Alabama statutes in connection with the confidentiality of records including all official records and the records of the taxpayer. Contractor shall hold the County harmless from any liability including the cost of litigation resulting from an action brought against the Contractor, its employees or agents regarding a breach of confidentiality of taxpayer records or other information acquired from the taxpayer or taxpayer's agent.

The COUNTY agrees to the following:

Provide Contractor copies of Personal Property Listings and other relative schedules and documents applicable for the years for which audits are to be performed. Information regarding audits to be performed during the first twelve (12) month period following the execution of this Agreement shall be provided within sixty (60) days following execution. Thereafter, such information shall be provided no later than November 1 each year of the contract period. In addition the County shall provide Contractor sufficient letterhead, envelopes, and postage to be used by the Contractor for correspondence in connection with implementing the services as herein provided.

II. COST AND PAYMENT FOR SERVICES

In consideration of the services described above, the County agrees to pay fees to the Contractor according to the following:

- (1) Contractor's fees for services provided County, in accordance with the provisions of this Agreement, are based on a per-audit fee depending on the size of an individual account assigned for audit. Sizes of accounts shall be determined on the basis of total Personal Property Appraised Value on each account as reflected by the records of the Revenue Commissioner at the time the account is assigned for audit. Fees shall be determined as follows:

FEE SCHEDULE		
<u>Account Size</u>	<u>Personal Property Value Range</u>	<u>Audit Fee</u>
S	\$0 - \$49,999	\$400.00
A	\$50,000 - \$399,999	\$700.00
B	\$400,000 - \$999,999	\$1,400.00
C	\$1,000,000 - \$4,999,999	\$2,200.00
D	\$5,000,000 - \$19,999,999	\$6,000.00
D3	\$20,000,000 & Greater	\$10,000.00

III. CONTRACTUAL AGREEMENTS BETWEEN TMA & BOARD OF COMMISSIONERS

1. Unless otherwise provided for in this Agreement, the above fees include all cost associated with the Contractor's performance of services including, but not limited to, travel, food, lodging, mileage, salaries, employee benefits, and defending the audit findings throughout any appeals process.
2. County will be responsible for the cost of postage for handling audit correspondence and the cost of providing Contractor with copies of County records associated with an account assigned for audit. County will also be responsible for all legal cost involving appeals resulting from audits.
3. Contractor shall invoice the County for applicable per-audit fees upon completion of individual audits and acceptance by the Revenue Commissioner. No invoice will include audit fees on any account assigned for audit until the audit is completed and accepted by the County Revenue Commissioner.
4. Contractor will provide the County documentation of services rendered and documentation of billing fees. In the event it is determined that audit fees billed by the Contractor and paid by the County on inaccurate or incomplete audits, the Contractor will complete the applicable audits accurately without additional compensation or otherwise refund the County the fees received for such audits.
5. Contractor shall not perform services for which total program billings exceed \$ 77,140.00 per annum unless otherwise agreed to in writing by the parties, executed and attached hereto and titled as an "addendum" to this Agreement.

GENERAL PROVISIONS

The COUNTY and CONTRACTOR further agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective beginning upon execution by the parties hereto. The initial term of this Agreement begins October 1, 2010 and ends on _____. Thereafter, this Agreement shall automatically renew annually on October 1st of each year, contingent upon the County's funding for continued Business Personal Property Audit services.

2. TERMINATIONS OR ABANDONMENT

If through any cause, Contractor or County fails to fulfill its obligations as provided by this Agreement, or materially violates any of the covenants or stipulations within this Agreement, and such failure continues for thirty (30) days after written notice thereof by a party, either party may thereupon have the right to terminate this Agreement immediately upon giving written notice to the other party. Said notice shall be delivered to the party personally or mailed by certified mail to the mailing address as specified herein. The County may terminate this Agreement upon thirty days' notice without cause. In the event of termination, the Contractor shall be entitled to receive its fees for completed audits and equitable and just compensation for all work performed on non-completed audits. All completed and incomplete work including files, documents, work papers, etc. acquired by and in possession of the Contractor at the time of termination shall be delivered to the County Revenue Commissioner within thirty (30) days following date of termination.

3. PROFESSIONAL SERVICES CONTRACT

This Agreement is for professional services. The Contractor is an independent contractor and neither party shall be an agent or employee of the other. Neither party assumes any liability to the other or to any third party for any damages to property including damages to equipment, or personal injury or death, which might arise out of or be in any way connected with any act or omission of the other party.

4. SUBLETTING, ASSIGNMENT, OR TRANSFER

Except as otherwise provided for in this section, subletting, assignment or transfer of all or part of the interest of either party to this Agreement is prohibited unless by written consent of the other party. The County acknowledges and agrees that payment due Contractor (Tax Management Associates, Inc.) under this Agreement and all other agreements with the County, have been collaterally assigned to Branch Banking and Trust Company (a North Carolina banking corporation, whose address is 6869 Fairview Road, Charlotte, North Carolina 28210-3384). All payments due Contractor under this Agreement will be sent **UPON REQUEST** to the bank at that address pursuant to a financing and cash management arrangement. The bank is authorized to

receive information relating to this Agreement and payments due under the Agreement from County. The bank is authorized to rely upon the terms of the Agreement.

5. CONFLICT OF INTEREST

The Contractor covenants that it has no public or private interest and will not acquire, directly or indirectly, any interest that would conflict in any manner with the performance of its services. The Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as office, agent, employee, subcontractor or consultant to the Contractor in connection with any work contemplated or performed relative to this Agreement.

6. COVENANTS AGAINST CONTINGENT FEES

The Contractor warrants that it has not employed or retained any company or person other than bona fide employees working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. The Contractor further warrants that no company, person or employee working for or in any way associated with the performance of services to be performed by the Contractor as provided by this Agreement will be paid or receive any type of compensation contingent upon tax revenue generated by the County and/or other taxing jurisdictions as a result of services rendered. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

7. ACCESS TO RECORDS

The Contractor will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Agreement and make such materials available at Contractor's offices at all reasonable times during the period of the Agreement and for three (3) years from the date of payment hereunder for inspection by the County or by any other governmental entity or agency participating in the funding of this Agreement, or any authorized agents thereof. Copies of said records to be furnished if requested except that environmental compliance working papers may be maintained in appropriate offices in filing cabinets owned by the County. Both the County and Contractor shall have access to such records maintained in offices.

8. GENERAL COMPLIANCE WITH LAWS - SEVERABILITY

The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all Federal, State, and Local laws, ordinances, and regulations in any manner affecting the conduct of work. This Agreement will be interpreted in accordance with the laws of the State of Alabama. Should any provision, portion or

application thereof of this Agreement be determined by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any applicable law or constitutional provision, the Parties shall negotiate an equitable adjustment in the effected provisions of this Agreement with a view towards effecting the purpose of this Agreement, and the validity and enforceability of the remaining provision, portions or applications thereof, shall not be impaired.

9. HEADINGS

The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties, and no purpose of interpretation shall be made to the contrary.

10. ENTIRE AGREEMENT

This Agreement contains the entire Agreement of the parties, and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral Agreements or understanding between the parties.

11. AMENDMENT

This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

12. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every other provision of this Agreement including any provision of the Agreement that was not enforced.

13. NOTICES

Any notices to be given or submitted by either party to the other pursuant to this Agreement shall be made in writing and sent by first class mail, postage paid or by hand delivery to:

COUNTY:
Montgomery County
100 S Lawrence Street
Montgomery, AL 36104
ATTN: Janet Buskey
Revenue Commissioner

CONTRACTOR:
Tax Management Associates, Inc.
2225 Coronation Boulevard
Charlotte, NC 28227
ATTN: Richard H. Cooke, Sr.
President

IN WITNESS WHEREOF, the parties have executed this Agreement for the purposes stated herein, on the day and date first above written.

COUNTY:

CONTRACTOR:

Janet Buskey
Revenue Commissioner
Montgomery County, Alabama

Richard H. Cooke, Sr.
President
Tax Management Associates, Inc.

Elton Dean, Sr.
Commission Chairman
Montgomery County, Alabama

(County Seal)

(Corporate Seal)

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

Agenda

OCT 25 2010

October 18, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item – Montgomery County Drug Court Contract
for Professional Services - Professional Counseling Services

In June of this year, I briefed the Commission on the impending issuance of a Request for Qualifications on behalf of the Montgomery County Drug Court to contract with a provider to administer Professional Counseling Services under a \$100,000 appropriations grant from the Federal Department of Justice.

The services to be performed under the proposed contract shall be paid by either proceeds from the grant, the Alabama Department of Mental Health, or a combination of both, without any cost to the County Commission or the Community Corrections Department. The proposed contract provides Community Corrections Department office space for the express purpose of performing the required services. This office space is presently available and would not cause any additional costs to the Community Corrections Department.

As a result of the issuance of the Request for Qualifications, a potential provider was identified and the attached proposed Contract for Professional Services has been negotiated with the respondent deemed best qualified to administer the services. A copy of the proposed contract has been referred to the County Attorney for his approval or modification. I am requesting the Commission's consideration and approval of the contract contingent on the County Attorney's approval or modification.

Respectfully submitted,



Paul H. Brown - Executive Director
Montgomery County Community Corrections Department

PAUL BROWN - EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

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 W. Turner DBA Positive Changes, LLC (also referred to as Provider), Federal Tax I.D. Number: _____, to provide substance abuse counseling services for Drug Court participants under the terms and conditions enumerated in Request for Qualifications Number 52960-10P-030, dated and issued August 18, 2010. This is a Professional fee for Services Contract, compensated on the basis of an hourly fee for services rendered. This contract is not an offer for employment with the Montgomery County Drug Court, the Montgomery County Commission, or the MCCCD, and therefore does not grant the provider any rights or privileges under the Montgomery City-County Merit Employee system, including accumulated leave or sick time, and other merit system benefits. 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 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 the Drug Court for services rendered shall not exceed \$33.00 per hour and shall not exceed forty (40) hours in any calendar week, without the advance approval in writing of the Drug Court Coordinator or the Executive Director of the MCCCD. Time shall be calculated and invoiced in increments of one quarter hour, one half hour or whole hours, rounded up to the nearest quarter hour. Said services shall be invoiced to the County of Montgomery Drug Court on an approved invoice form to be provided by the MCCCD. Invoices for payment may be submitted two (2) times per month but not less than monthly and shall be due by the fifth working day immediately after the preceding month of services rendered. Any additional fees recovered by the Provider from the Alabama Department of Mental Health for individual substance abuse assessments or other services rendered by the provider shall be the responsibility of the Provider and shall remain with 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 services of any kind.

Other Affiliated Providers

The principle provider to this contract, named herein, also designates Cliffen Lovejoy as a co-provider or co-facilitator as disclosed in provider's proposal of qualifications. Said co-provider shall maintain full credentials and qualifications as if they were the same as the principle provider. It shall remain the principal provider's full responsibility to make certain that all provisions of this agreement are fulfilled. Only One invoice for services shall be submitted for all combined services of the provider and co-provider.

Location and Hours of Services

With the exception of any off-site alumni/peer support facilitation, 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, case folders, office supplies, P.C. computer, office telephone, desk, chairs, locking file cabinet and access to office equipment necessary to perform both group and individual offender substance abuse counseling services and assessments in fulfillment of the requisites of this contract. One individual office space and access to a group room sufficient to accommodate up to 18 participants shall be provided on the MCCCD premises without cost to the provider.

For the purpose of complying with basic data entry logging including offender participation, the MCCCD shall furnish to the provider access to the MIDAS database as provided by the Alabama Administrative Office of the Courts. The MCCCD shall provide data terminal access for the purpose of administering the ORAS offender assessment on-line, as needed. The typical MCCCD 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. To accommodate the need for participant groups, the provider shall be afforded access to the MCCCD offices and group room on weekends (not to include Saturdays from 8:00 am to 11:00 am) for group programming access and on weekday evenings (not to include Tuesday nights from 5:00 pm to 8:30 pm.) A minimum of four weekday evening groups and Saturday weekend groups are a mandatory service to be rendered by this contract for professional services. It is anticipated that a focused outpatient caseload (meaning offenders with substance abuse problems combined with other assessed criminogenic risk factors) of approximately forty (40) Drug Court participants will be the responsibility of the provider. Other services under this contract include the facilitation of an offender alumni\peer support program which may be held at least weekly at a site to be determined.

Compliance with Confidentiality Laws

The provider has previously prepared and signed a general acknowledgement stating the provider 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 he further acknowledges that he 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.

Termination of services

Once executed, either party may terminate the proposed 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 and the Montgomery County Drug Court as well as the Montgomery County 15th Judicial Circuit Courts and District Courts as additional insured's for the services provided in the contract as awarded.

Contract Duration – Amount Payable Under This Grant Funded Contract

The duration of this Contractual Agreement is for one (1) year beginning from date of award of the contract (all parties signing the contract) and ending one (1) year thereafter, however, all proceeds available to fund this contract position are fully contingent on the full disbursement of a federal appropriations grant. In no case shall the total amount awarded by this Professional Services Contract exceed \$66,000.00 in the aggregate. The terms of this Professional Services Contract will be deemed to have been executed and fulfilled upon the full payment of \$66,000.00, paid to the provider in the aggregate or upon notification by a representative of the Montgomery County Drug Court or the MCCCCD to the provider that all available grant funds have been spent.

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 8th Day of October, 2010.

PROVIDER

MONTGOMERY COUNTY COMMISSION

BY: Melva W. Turner
d/b/a Positive Changes, LLC

PRINT NAME: MELVA W. TURNER

BY: _____

TITLE: _____



Haskell | Slaughter
attorneys at law

MONTGOMERY OFFICE

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

2010 OCT 20 AM 9:33

MONTGOMERY COUNTY
COMMISSION

MEMORANDUM

October 18, 2010

TO: Donnie Mims
FROM: Tommy Gallion
RE: Community Punishment and Corrections Authority
Drug Court – Professional Services Contract

T.T.G.

I have reviewed your October 12, 2010 memorandum, the October 5, 2010 memorandum from Paul Brown to you, and the Professional Services Contract by and between Montgomery County Commission and Melva W. Turner dba Positive Changes, LLC. The Professional Services Contract is fine as written and I have no changes to recommend.

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

50051-317
#3,936,296

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

CONTRACTUAL AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission and the Chemical Addictions Program, Inc., for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

WHEREAS, Montgomery County, through its Circuit Courts, conducts a Drug Court, hereinafter referred to as DC; and,

WHEREAS, Montgomery County Community Punishment and Corrections Authority serves as the administrative arm of the DC; and,

WHEREAS, there is a need for substance abuse treatment services for defendants identified by the DC; and,

WHEREAS, Chemical Addictions Program, Inc., is certified by the Alabama Department of Mental Health and Mental Retardation (DMH/MR) Division of Substance Abuse Services (SAS) to provide substance abuse treatment services in the State of Alabama; and,

WHEREAS, Chemical Addictions Program, Inc., is willing and able to provide required substance abuse treatment services for the DC.

NOW THEREFORE IN CONSIDERATION THEREOF, THE MONTGOMERY COUNTY COMMISSION AND THE CHEMICAL ADDICTIONS PROGRAM, INC., HEREBY AGREE AS FOLLOWS:

Montgomery County Commission agrees that individuals enrolled in DC will pay Chemical Addictions Program, Inc., the amount of Three Dollars (\$3.00) for each hour of substance abuse treatment services provided. Chemical Addictions Program, Inc. understands that the Montgomery County Commission currently contracts with an independent provider for Substance abuse assessment services and this contractor shall be the preferred provider of assessments for the Drug Court applicants. Chemical Addictions Program, Inc. will, when needed, assess DC defendants a Seventy Five Dollar (\$75.00) fee for an assessment, which is a requirement for admission into the treatment program. If defendants do not show or give a 24 hour notice they will be required to pay a Seventy Five (\$75.00) rescheduling fee before another appointment can be scheduled. A minimum payment shall be made on a monthly basis of no less than \$20.00 with the balance owed upon successful completion or termination from the program.

Chemical Addictions Program, Inc. will submit a monthly report to Montgomery County Community Punishment and Corrections Authority verifying specific services provided. The report will provide a summary of client's progress, or lack thereof, within that reporting period.

Services will be provided through the Intensive Outpatient Program (IOP) approved by DMH/MR (SAS) and limited to individual, family (clients will not be charged for a family member), and group counseling.

Chemical Addictions Program Inc. must maintain its certification by DMH/MR throughout the duration of this Contractual Agreement. Chemical Addictions Program, Inc. will maintain all records related to these services for a minimum of three (3) years and these records will be made available to the Montgomery County Community Punishment and Corrections Authority or other appropriate officials for review and audit upon request.

Either party may terminate this Agreement by providing 30 days written notice.

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 can not 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.

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, between the Montgomery County Commission and Chemical Addictions Program, Inc.

The duration of this Contractual Agreement is for one (1) year, beginning from date of award of the contract and ending one (1) year thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on the ____ day of _____, 2010.

CHEMICAL ADDICTIONS PROGRAM, INC.

BY: _____
EXECUTIVE DIRECTOR

MONTGOMERY COUNTY COMMISSION

BY: _____
CHAIRMAN



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

t. 334.264.7945 • f. 334.265.8573

www.hsy.com

MEMORANDUM

September 17, 2010

T.6

TO: Donnie Mims
FROM: Tommy Gallion
RE: MC Community Corrections Department
Contract with Chemical Addictions Program, Inc for Drug Court Offender Services

I have reviewed your September 16, 2010 memorandum, the September 9, 2010 memorandum from Paul Brown to you and the Contractual Agreement by and between Montgomery County Commission and the Chemical Addictions Program, Inc.

It is my understanding that Chemical Addictions Program ("CAP") has been providing this service under a contract with Montgomery County Drug Court but that the contract as expired. The contractual agreement is fine and I have no changes.

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

50051-317
3874236_1

2010 SEP 23 PM 3:10

MONTGOMERY COUNTY
COMMUNITY CORRECTIONS

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made and entered into as of the 5th day of ~~February~~^{MARCH}, 2007, by and between COMMERCIAL PROPERTIES, INC. ("Landlord") and MONTGOMERY COUNTY COMMISSION ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated October 1, 1995 (the "Lease"), and Amendment dated November 19, 2001 (the "Amendment"), pursuant to which Landlord leased and demised to Tenant and Tenant leased from Landlord the premises (the "Premises") as more particularly described in the Lease and Amendment; and

WHEREAS, Landlord and Tenant mutually desire to modify and amend the Lease and Amendment pursuant to the terms hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF Ten and No/100ths Dollars (\$10.00), the Agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

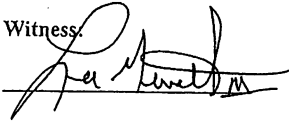
1. Except as is otherwise set forth herein, all defined terms and terms of art hereinafter set forth in the Second Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease and Amendment.
2. The Premises is identified in Yellow on the attached Exhibit "B-1" and contains approximately $\pm$ 7,200 S.F.
3. The Fixed Minimum Rent for the Additional Lease Term and Option Terms as described in the Lease and Amendment for the Premises, as highlighted in Yellow on the attached Exhibit "B-1" is hereby amended as follows:

	<u>ADDITIONAL</u>	<u>FIXED</u>	<u>FIXED</u>
	<u>LEASE TERM</u>	<u>MINIMUM RENT</u>	<u>MINIMUM RENT/S.F.</u>
A.	May 1, 2007 – April 30, 2010	\$4,550.00/month	\$7.58
B.	<u>FIRST OPTION TERM</u>	<u>FIXED</u> <u>MINIMUM RENT</u>	<u>FIXED</u> <u>MINIMUM RENT/S.F.</u>
	May 1, 2010 – April 30, 2011	\$4,550.00/month	\$7.58
* C.	<u>SECOND OPTION TERM</u>	<u>FIXED</u> <u>MINIMUM RENT</u>	<u>FIXED</u> <u>MINIMUM RENT/S.F.</u>
	May 1, 2011 – April 30, 2012	\$4,550.00/month	\$7.58

4. In addition to the Fixed Minimum Rent, for the Premises as highlighted in Yellow, Tenant will be responsible for its pro-rata share of common area maintenance (currently \$.57/S.F. - \$342.00 per month) and ad valorem taxes (currently \$.45/S.F. - \$270.00 per month) for the Premises.
5. Except as is otherwise modified herein, the Lease and Amendment are hereby ratified and affirmed, in full force and effect and there are no defaults by Landlord thereunder.
6. Time is of the essence of this Second Amendment.
7. This Second Agreement shall be governed by and construed in accordance with the laws and judicial decisions of the State of Alabama.
8. Except as expressly amended herein, all other terms and conditions of the Lease Agreement dated October 1, 1995 and Amendment dated November 19, 2001 will remain the same and shall remain in full force and effect.

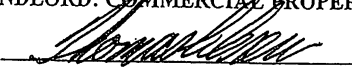
IN WITNESS WHEREOF, the parties hereto have placed their hands and seals the day and year first above written.

Witness:



LANDLORD: COMMERCIAL PROPERTIES, INC.

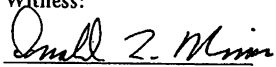
By:



Its: President

Date Executed: ~~February~~ 13, 2007
March

Witness:



TENANT: MONTGOMERY COUNTY COMMISSION

By:



Its: Chairman

Date Executed: ~~February~~ 5, 2007
March

SIXTH AMENDMENT TO LEASE

This Agreement made and entered into as of the _____ day of _____, 2010, by and between Capitol Plaza Associates, LLC, ("Landlord"), and Montgomery County Commission ("Tenant").

WITNESSETH:

WHEREAS, Landlord's predecessor-in-interest and Tenant's predecessor-in-interest entered into that certain Lease agreement dated December 13, 1995; (the "Lease"), said lease was amended by First Amendment to Lease dated February 8, 1996; by Second Amendment to Lease dated April 22, 1999; by Third Amendment to Lease dated October 22, 2001; by Fourth Amendment to Lease dated December 30, 2002 and further amended by Fifth Amendment to Lease dated March 6, 2007; Landlord did lease and demise unto Tenant certain premises containing approximately 2,793 square feet commonly referred to as Space 4 and 5 ("Premises") located in the Capitol Plaza Shopping Center ("Shopping Center"), in Montgomery, Alabama. The original Landlord assigned its rights, title and interest in the lease to Landlord.

WHEREAS, Landlord and Tenant desire to modify certain terms and conditions of the Lease,

NOW THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and confessed, Landlord and Tenant agree as follows:

1. The above recitals are hereby confirmed as true and correct and are reaffirmed herein.
2. Landlord has agreed to extend the Lease term for a two year period, commencing on March 1, 2011 and terminating on February 28, 2013.
3. Tenant may terminate this lease with a nine (9) month written notice to Landlord anytime during this lease period.
4. Minimum Guaranteed Base Rental for the extension period is due and payable as follows:

Base PSF	Annual	Monthly
\$8.03	\$22,434.84	\$1,869.57

5. Tenant hereby acknowledges that the Lease as modified is in full force and effect and that there are no violations or defaults under any provisions of the Lease on the part of Tenant.
6. In the event of a conflict between the terms and conditions of this Sixth Amendment to Lease Agreement and the Lease, this Sixth Amendment to Lease Agreement shall control.

IN WITNESS WHEREOF, the parties have entered into this Sixth Amendment to Lease Agreement as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

WITNESS:

LANDLORD: Capitol Plaza Associates, Inc

By: _____

Its: _____

Date: _____

13-1

Donald Mims

From: Jay Tidwell [jay@moorecompanyrealty.com]
Sent: Monday, October 18, 2010 1:39 PM
To: Donald Mims
Cc: Lynn Brown
Subject: Woodley Rd Probate Office 6th Lease Amendment
Attachments: Montgomery County Commission 2010 Renewal.doc

Mr. Mims, please see attached lease amendment. Let me know if it needs any change. It should be everything you asked for. Thank you,

- 2 year extension
- Start March 1st 2011
- End February 28th 2013
- 9 month cancellation clause
- 10% reduction over the current rate effective March 1st 2011

Jay Tidwell, Broker
Coldwell Banker Commercial Moore Company Realty
121 Coosa Street, Suite 250
Montgomery, AL 36104
Direct: (334) 386-2441
Office: (334) 262-1958
Cell: (334) 322-3497
Fax: (334) 262-1960

OCT 25 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: County Comm Appropriations REVIEWED: S. Thomas 10/20/2010
DATE: 10/20/2010 Finance Director Date
REQUESTED BY: Donald L. Mims, Administrator APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Central AL Sports Commission	001-57201.498	0	5,000	5,000
Misc In House Appropriations	001-59310-498	100,000	-5,000	95,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		100,000	0	100,000

JUSTIFICATION:

Budget an appropriation to the Central Alabama Sports Commission for the Navistar LPGA Classic Tournament.

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Michael Provitt, Detention Director

COMPLETED ACTION DATES

1. ___ dept request
2. ___ admin review
3. ___ pers dept
4. ___ cert to admin
5. ___ dept selection
6. ___ final review

1. POSITION TITLE: Juvenile Detention Officer

POSITION NUMBER: 900300013 (to replace Michael LaMont)

PROPOSED EFFECTIVE DATE: 10/04/10

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

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

PAY GRADE: PC1-Step 1 (\$29,569/\$1137.28/\$14.2160)

Bruce R. Howell
Department Head

9/22/2010
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates
_____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date

() Payroll entered by _____

Date

16-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 2

Date: October 15, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: South Korea
Departure Date: October 17, 2010 Return Date: October 22, 2010
Conference Leave (Days / Hours): 6 Days
Purpose of Travel: to attend meetings as part of the Montgomery Leadership Delegation

Traveler (s) Name: 1. Ham Wilson, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$7,200.00 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: Airfare - 5,700; Lodging - 1,500

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 10/15/10 reimbursement of actual and necessary expenses in the
approximate amount of \$7,200.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51988-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,200.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$7,200.00</u>
Current Requests:	<u>\$7,200.00</u>
Budget Balance:	<u>\$0.00</u>

Reviewed by: S. Thomas

Date: 10/15/2010

cc: Finance Director / Buyer

17-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 3

Date: October 15, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: November 9, 2010 Return Date: November 9, 2010
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the 28th Annual Economic Summit

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$205.00 Advance Registration Required: \$195.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - 195.00; Valet Parking - 10.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$205.00 and advance registration of \$195.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$464.00</u>
Budget Available:	<u>\$22,036.00</u>
Current Requests:	<u>\$205.00</u>
Budget Balance:	<u>\$21,831.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/18/2010

cc: Finance Director / Buyer

17-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 1

Date: October 12, 2010
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

ST

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: December 2, 2010

Return Date: December 3, 2010

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend 2010 Auburn University Tax Seminar

Qualifies toward 40 hours of CPE required annually for CPA license.

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

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$133.00

Advance Registration Required: \$133.00

Department Name: Finance

Fund Name: General

Additional Comments:

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$133.00 and advance registration of \$133.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,800.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$2,800.00</u>
Current Requests:	<u>\$133.00</u>
Budget Balance:	<u>\$2,667.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/12/2010

cc: Finance Director / Buyer

17-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

OCT 25 2010

Request # 2

Date: October 20, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager *JKM*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: October 27, 2010 Return Date: October 27, 2010
Conference Leave (Days / Hours): 4 Hours
Purpose of Travel: ACCMA Winter Conference Planning Meeting – Hoover Municipal Building

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: \$112.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: 92.00 - Mileage; 20.00 - Meals

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$112.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$16,000.00</u>
Approved Requests:	<u>\$280.20</u>
Budget Available:	<u>\$15,719.80</u>
Current Requests:	<u>\$112.00</u>
Budget Balance:	<u>\$15,607.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2010

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 3

Date: October 19, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: November 5, 2010 Return Date: November 5, 2010

Conference Leave (Days / Hours): 1 day

Purpose of Travel: To attend Annual AGA Education Seminar at AUM. This seminar
will augment the training received on the job.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Tax & Audit Fund Name: General Fund 00151800265

Additional Comments: Registration is \$275. The training course will provide 8 hours
continuing professional education. The registration fee is the only cost.

To: Larry R. Curvin

From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$845.00</u>
Budget Available:	<u>\$6,155.00</u>
Current Requests:	<u>\$275.00</u>
Budget Balance:	<u>\$5,880.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2010

cc: Finance Director / Buyer

175

Montgomery County Commission
Travel / Training Request Approval

Appendix G
Agenda

OCT 25 2010

Request # 4

Date: October 19, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin *LMC*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama
Departure Date: December 9, 2010 Return Date: December 10, 2010

Conference Leave (Days / Hours): 2 days

Purpose of Travel: To attend the AMROA Winter Conference. This conference agenda has several
timely tax/revenue workshops and attendance will help to maintain the required
level of continuing professional education for each attendee.

Traveler (s) Name: 1. TeRea Smith 4. _____
2. Twyla Jackson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$525.00 Advance Registration Required: \$320.00

Department Name: Tax & Audit Fund Name: General Fund 00151800265

Additional Comments: Registration is \$160/attendee. This conference won't require hotel costs and the
attendees will receive 12 hours continuing professional education.
AMROA = Alabama Municipal Revenue Officers Association.

To: Larry R. Curvin
From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$525.00 and advance registration of \$320.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$845.00</u>	
Budget Available:	<u>\$6,155.00</u>	
Current Requests:	<u>\$800.00</u>	
Budget Balance:	<u>\$5,355.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2010

cc: Finance Director / Buyer

17-6

Montgomery County Commission
Travel / Training Request Approval

Agenda

OCT 25 2010

Request # 2

Date: October 15, 2010
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New Horizons Birmingham

Departure Date: November 1, 2010

Return Date: November 5, 2010

Conference Leave (Days / Hours): 5

Purpose of Travel: Updating Your Network Infrastructure And Active Directory Technolgy Skills To Windows Server 2008

Traveler (s) Name: 1. Larry Kennedy 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Private Vehicle

Commercial Air

☐
☐

Other (Specify)

Total (est.) Cost: \$560.00

Advance Registration Required: _____

Department Name: Information Systems

Fund Name: General

Additional Comments: Estimated total travel distance = 920 miles X \$0.50/mile = \$460.00

Meals @ \$20.00/day (lunch only) X 5 days = \$100.00

To: Lou Ialacci
From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the approximate amount of \$560.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	001-51965-265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	\$25,000.00	
Approved Requests:	\$560.00	
Budget Available:	\$24,440.00	
Current Requests:	\$560.00	
Budget Balance:	\$23,880.00	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/18/2010

cc: Finance Director / Buyer

17-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 1

Date: October 15, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: December 8, 2010 Return Date: December 8, 2010
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Landlord-Tenant Law

Traveler (s) Name: 1. Lt. Trent Beasley 4. Corporal Reginald Bray
2. 5.
3. 6.

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

Total (est.) Cost: \$625.00 Advance Registration Required: \$625.00

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments:

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$625.00 and advance registration of \$625.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$4,300.00</u>
Budget Available:	<u>\$15,700.00</u>
Current Requests:	<u>\$625.00</u>
Budget Balance:	<u>\$15,075.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/18/2010

cc: Finance Director / Buyer

17-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 2

Date: October 21, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, Al.

Departure Date: October 27, 2010

Return Date: October 28, 2010

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Alcohol and drug abuse conference
University of South Alabama

Traveler (s) Name: 1. Linda Parsley-Engle 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00

Advance Registration Required: _____

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. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$1,247.23</u>
Budget Available:	<u>\$3,752.77</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$3,752.77</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/21/2010

cc: Finance Director / Buyer

17-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 1

Date: October 20, 2010
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 1850 Lay Dam Road, Clanton, AL

Departure Date: November 10, 2010

Return Date: November 10, 2010

Conference Leave (Days / Hours): one day

Purpose of Travel: To attend the Registration Form Sovereign Citizen Seminar

Traveler (s) Name: 1. Charlie Martin 4. _____
2. J.R. Hornsby 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

x

Commercial Air

Private Vehicle

Other (Specify)

Total (est.) Cost: \$0.00

Advance Registration Required: \$0.00

Department Name: Community Corrections

Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,500.00</u>	
Approved Requests:	<u>\$8,630.00</u>	
Budget Available:	<u>\$6,870.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$6,870.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2010

cc: Finance Director / Buyer

17-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 25 2010

Request # 4

Date: October 20, 2010
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: November 3, 2010 Return Date: November 3, 2010
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To Attend: 2010 Mandatory CLE Professional Seminar

Traveler (s) Name: 1. James Bringhurst Eubank 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$279.00 Advance Registration Required: \$279.00

Department Name: Solicitors Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 10/25/10 reimbursement of actual and necessary expenses in the
approximate amount of \$279.00 and advance registration of \$279.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$1,868.00</u>
Budget Available:	<u>\$43,132.00</u>
Current Requests:	<u>\$279.00</u>
Budget Balance:	<u>\$42,853.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2010

cc: Finance Director / Buyer

17-11

OCT 25 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 2

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	10/21/2010
DATE:	10/21/2010	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Training & Educational Services	001-51911.170	10,000	5,000	15,000
Elections-HAVA Disability grant	001-40000.44230	-115,000	-5,000	-120,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		-105,000	0	-105,000

JUSTIFICATION:

To budget the balance of the HAVA grant funds for contract payments through December 15, 2010.

OCT 25 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Sheriff's Office	REVIEWED:	S. Thomas	10/20/2010
	10/20/2010		Finance Director	Date
REQUESTED BY:	Sheriff D. T. Marshall	APPROVED:		
	Elected Official/Dept. Head	6/2/2010	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	001-52110-304	0	65,000	65,000
Settlement proceeds	001-40000.47912	0	-65,000	-65,000
TOTAL		0	0	0

JUSTIFICATION:

Record budget for NEC settlement proceeds received in Fiscal Year 2010 and carried over.



Montgomery County Commission

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



MEMORANDUM

DATE: September 10, 2010
TO: John A. Mitchell, Sr., Deputy Administrator
FROM: Larry R. Curvin, Revenue Manager
RE: Armored Car Service Proposal from MACS for FY 2011

Attached is a proposed agreement from **Montgomery Armored Car Service, Inc.** for daily tax revenue pickup and bank deposit service for the Tax & Audit department. The current agreement with MACS expires on September 30, 2010. The quoted monthly rate is \$333.00, a modest increase from the current rate of \$303.00. The fuel surcharge factor remains the same as in the current agreement. I recommend that the County Commission review this proposal, and if they concur, I will prepare a new agreement for consideration/approval at the next County Commission meeting on October 27, 2010.

I am available for any discussion that may be desired. Thanks.

Attachment

MONTGOMERY ARMORED CAR SERVICE, INC.
1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

WHEREAS, Montgomery Armored Car Service, Inc., a corporation, hereinafter referred to as the "Corporation", organized under the laws of the State of Alabama, is engaged in the business of receiving, transporting and delivery of goods, money, currency, coins, securities, products, bonds, negotiable instruments, checks, drafts, notes, debentures, or any other valuable personal properties which are the properties of others, for a fee or monetary compensation; and

WHEREAS, the undersigned, hereinafter referred to as the "Customer", does have need for the services performed or offered by the Corporation and desires to enter into a contract with said Corporation:

NOW THEREFORE, the Corporation agrees as follows:

1. To receive coins, money, checks, negotiable instruments, and/or securities in armored vehicles for and on behalf of the Customer and to acknowledge receipt for each individual container or shipment.

2. To transport said container or shipment to the consignee of the Customer's designation or choosing and to deliver said shipment or container into the custody of the consignee's agents or employees. The Corporation further agrees to obtain evidence of delivery to the agents or employees of the consignee and to furnish the Customer evidence of said delivery within a reasonable time upon receipt of a written request delivered to the Corporation by the Customer.

3. To receive shipments or containers from the Customer, during normal business hours at a time when the Corporation's vehicle is in a regular route within the immediate area of the customer and consignee's business establishment(s). Change orders to be delivered at the time deposits are picked up.

4. To receive, transport and deliver to the consignee only shipments or containers which are sealed or locked, by agents or employee of the Customer, prior to receipt by the Corporation.

5. To be responsible and assume the liability for any loss of any shipment or the contents whereof after receipt of said container or shipment, up and until delivery of said shipment or container is accomplished with the Customer or the Customer's consignee, subject to the exceptions hereinafter referred to. The "said to contain" amount of shipment will be indicated on the messenger's route sheet, any bills of lading and signature book retained by the customer. The limit of the Corporation's liability shall not be an amount any larger than the maximum amount hereinafter stated, to be contained in the total shipment.

6. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the day of each week designated in writing to the Corporation and deliver such to the Customer's designated consignee.

The Customer agrees as follows:

1. To furnish all containers in which any shipment is packaged for transportation by the Corporation. The containers shall be equipped with a locking device or system which shall be securely fastened, locked or closed prior to receipt by the Corporation. The customer agrees to inscribe on each container his design, name, trade-mark, or other individual insignia which shall

easily identify his container from other containers which may be in the possession of the Corporation.

2. To maintain a safe or vault on his business premises which is under a dual control locking system in which two or more keys are needed to operate the doors to the safe or vault, the Corporation will provide the additional services of retaining possession of one key used in the operation of said safe or vault and shall participate in the dual opening of the safe or vault in conjunction with any agent or employee designated by the Customer. The Customer and the Corporation both agree that the Corporation assumes no liability for the loss of any items while they are contained in the Customer's safe or vault. The contents shall be removed by the Customer's agent or employee and shall then be used in preparing a deposit or shipment and possession then delivered to the Corporation for transportation to the Customer's consignee. Both the Corporation and Customer understands that this provision or service is optional and the Customer must specifically request this service by acknowledgement where indicated in this contract. This paragraph is applicable only as Customer maintains dual control locking system.

3. The Customer understands that it is their responsibility to determine the monetary value of the contents of each container or shipment which is to be received by the Corporation, and the Customer is to make this determination and to seal, secure or lock said shipment or container prior to the receipt by the Corporation's employees. It is also understood that the Corporation shall not have the possession of any key which unlocks or unfastens any container which is to be transported by the Corporation. If an employee, agent, or officer of the Corporation, upon receipt of any container has reason to believe that the lock or fastening device which is made a part of any container has been tampered with for whatever reason, which this is evidenced by marks, scratches, or by other means, the employee or agent of the customer shall, when requested by the Corporation's agent, servant or employee, open the container, verify the contents as correct or incorrect, and reseal or relock the container, prior to receipt by the Corporation.

4. That the Corporation shall not be obligated to receive, transport or deliver any money, currency, coins, securities, checks, stocks, bonds and/or other negotiable instruments, which are not contained in securely sealed bags, or other sealed containers. However, if any individual shipment is inadvertently received by the Corporation in any unsealed, unlocked or unsecured container, the Customer agrees that the Corporation shall not be responsible to determine the contents thereof and shall not be held liable for any alleged or shortage in the contents of any unlocked, unsealed or unsecured container.

5. To certify in writing the total value of the contents of any container as well as the total value of each shipment. Shipments shall not exceed the amount collectively or the value of the Corporations' total insurance coverage at any one time.

6. To notify the Corporation in writing the name of the Customer's designated consignee and acknowledges that the Corporation is not obligated to work with any person not so designated.

7. The Corporation shall not be liable for any non-performance or delays which arise from any event involving act of terrorism or mechanical difficulties with the transporting vehicles. The Customer further agrees that the Corporation shall not be liable for any loss or damage to the contents of any container which may result from the following:

- a. War-like or hostile actions taken by any force, organized or unorganized, against the United States government or the State of Alabama; any department or agency thereof or other governmental body which is considered a part of the United States or the State of Alabama.
- b. Any actions taken by the United States, the State of Alabama or any department, agency or military force thereof, including Coast Guard, law enforcement agencies and National Guard, in defending against any attack or threatened attack by any government, organized or unorganized; any

- guerilla forces, radical groups, terrorist organization whether or not they are recognized as such by any organized governmental entity located anywhere.
- c. Any conventional, unconventional atomic or nuclear fission device.
 - d. Radioactive contamination caused by any accident involving any facility operated by any government authority, agency or department thereof, or operated by any private business entity organization or individual.

8. To give the Corporation immediate written notice of the nature of any loss or damage in the event all or any portion of any shipment or contents of any container is destroyed, damaged, or lost and to furnish an accurate itemized statement or list of such items damaged, destroyed or lost certified and made under oath by any agent, officer, or employee authorized by the Customer. The Customer acknowledges that the Corporation does not have knowledge of the contents of any shipment or container and agrees to cooperate immediately with the Corporation or others in recovery of the contents of any loss, damage, stolen container or shipment and to furnish any books, records, bank statements, duplicate deposit slips, or other items to be used in the verification of any loss claimed by the Customer.

9. In the event of loss, it will completely cooperate to which it is capable in reconstructing checks constituting a part of said loss and as to said check, Corporation's liability except as hereinafter limited shall be the payment to the Customer of:

- (a) Reasonable costs necessary to reconstruct the checks plus where the checks are reconstructed, any necessary costs because of stop-payment procedures.
- (b) The face value of checks which cannot be reconstructed.

It is understood and agreed by the parties to this agreement that the words "reconstruct", "reconstructed", and "reconstruction" shall mean to identify the checks only to the extent of determining the face amount of the said checks and the identity of the maker or the endorser of each. Complete cooperation shall include request by Customer to the makers of the missing checks to issue duplicates and in the event the maker refuses to do so, then to assert all its legal and equitable rights against said maker or to subrogate such rights to the Corporation and its assigns. It is further understood and agreed that the word "Shipment" wherever used in this agreement, shall mean a single consignment of one or more items of property from one shipper at one time at one address to one consignee at one designation address.

10. To pay the Corporation for its services as follows:

SERVICE	DAYS PER WEEK	RATE PER MONTH
Bank Deposit Pick-up	Monday through Friday Except major holidays	\$333.00

The total maximum liability is to be \$175,000.00 per any one shipment.

The parties agree that this agreement may be cancelled at any time with a 30 day written notice.

The terms of this agreement shall begin October 1, 2010 and shall continue in effect for a period of one year from that date until September 30, 2011. Either party shall have the option to terminate this contract at any time for any reason upon 30 days written notice.

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be

delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, then any disputes not resolved by mediation shall be decided in the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama between the Montgomery County Commission and Montgomery Armored Car Service, Inc.

This contract is the entire agreement of the parties and the invalidity of any portion of this contract shall not affect the other provisions hereof and this contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

_____ This Customer desires the dual control service offered under the terms of this contract.

XX _____ This Customer does not desire the dual control service offered under the terms of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 1st Day of October, 2010.

CUSTOMER:
Montgomery County Commission
Tax and Audit Department
Montgomery County Courthouse
Annex Building #3/Old Advertiser Bldg.
Montgomery AL

CORPORATION:
MONTGOMERY ARMORED CAR SERVICE, INC.
1701 Ridgeway West
Montgomery, AL 36110

BY: _____

BY: Earl R. Childs
Earl R. Childs, President

Title

Special Instructions, if any:

Diesel fuel surcharges based on Gulf States Market Index beginning at \$2.00 per gallon and increasing at the rate of 0.5% per \$0.05 per gallon increase above the \$2.00.

Holidays Observed:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Memorial Day
Independence Day

EEOP SHORT FORM

Step 1: Introductory Information

Agency: Montgomery County, Alabama

Agency's Address: 101 So. Lawrence St., Montgomery, AL 36104

EEOP Contact Person:	John A. Mitchell, Sr	334.832.1210
	Deputy Administrator	
	Barbara Montoya	334.241.2680
	Director, Montgomery City/County Personnel	

Date and Effective Duration of EEOP:

Montgomery County's Equal Employment Opportunity Policy Statement:

Montgomery County is an equal opportunity employer and complies with all applicable state and federal laws, rules, and guidelines governing discrimination in employment. Montgomery County will recruit, select, train, and promote all employees without regard to race, color, sex, religion, national origin, age, marital status, political belief, disability or history of disability, except where specific age, sex or physical requirements constitute a bona fide occupational qualification that necessary to proper and efficient administration.

Montgomery County Official's Signature

Official's Title

Date

Montgomery County Utilization Chart

			MALE					FEMALE				
Job Category			B	W	H	A/PI	AI/AN	B	W	H	A/PI	AI/AN
Officials/ Administrators	County Workforce %		13.16	47.37	0.00	0.00	0.00	18.14	21.05	0.00	0.00	0.00
	Alabama Labor Force %		5.10	55.00	0.50	0.50	0.20	6.50	30.70	0.30	0.30	0.20
	Utilization %		8.06	-7.63	-0.50	-0.50	-0.20	11.64	-8.65	-0.30	-0.30	-0.20
Professionals	County Workforce %		14.89	34.04	0.00	0.00	0.00	23.40	25.53	2.13	0.00	0.00
	Alabama Labor Force %		4.30	36.30	0.60	1.00	0.20	10.60	44.80	0.50	0.60	0.20
	Utilization %		10.59	-2.26	-0.60	-1.00	-0.20	12.80	-20.27	1.63	-0.60	-0.20
Technicians	County Workforce %		20.47	33.07	0.00	0.00	0.00	27.56	18.90	0.00	0.00	0.00
	Alabama Labor Force %		5.10	31.80	0.40	0.30	0.20	16.30	43.40	0.50	0.50	0.30
	Utilization %		15.37	1.27	-0.40	-0.30	-0.20	11.26	-24.50	-0.50	-0.50	-0.30
Protective Services	County Workforce %		40.49	27.17	0.00	0.00	0.00	25.27	7.07	0.00	0.00	0.00
	Alabama Labor Force %		21.60	61.20	0.40	0.20	0.70	6.80	7.60	0.10	0.00	0.20
	Utilization %		18.89	-34.03	-0.40	-0.20	-0.70	18.47	-0.53	-0.10	0.00	-0.20
Para-professionals	County Workforce %		0.00	11.54	0.00	0.00	0.00	42.31	46.15	0.00	0.00	0.00
	Alabama Labor Force %		9.80	25.70	0.60	0.00	0.00	19.20	41.10	1.20	0.00	1.80
	Utilization %		-9.80	-14.16	-0.60	0.00	0.00	23.11	5.05	-1.20	0.00	-1.80
Office/Clerical	County Workforce %		2.96	4.14	0.00	0.00	0.00	46.75	46.15	0.00	0.00	0.00
	Alabama Labor Force %		5.40	22.60	0.30	0.10	0.10	15.70	53.60	0.60	0.30	0.40
	Utilization %		-2.44	-18.46	-0.30	-0.10	-0.10	31.05	-7.45	-0.60	-0.30	-0.40
Skilled Craft	County Workforce %		56.18	42.70	0.00	0.00	0.00	1.12	0.00	0.00	0.00	0.00
	Alabama Labor Force %		13.50	76.70	1.60	0.20	0.60	1.60	4.60	0.10	0.10	0.00
	Utilization %		42.68	-34.00	-1.60	-0.20	-0.60	-0.48	-4.60	-0.10	-0.10	0.00
Service/ Maintenance	County Workforce %		66.67	12.70	0.00	0.00	0.00	20.63	0.00	0.00	0.00	0.00
	Alabama Labor Force %		17.00	38.00	2.00	0.30	0.40	15.60	24.40	0.80	0.30	0.20
	Utilization %		49.67	-25.30	-2.00	-0.30	-0.40	5.03	-24.40	-0.80	-0.30	-0.20

B = Black H = Hispanic W = White A/PI = Asian/Pacific Islander AI/AN = American Indian /Alaskan Native
 County Workforce = Employees of Montgomery County government according to Montgomery County Information Systems Division's EEO Report
 Alabama Labor Force = All employees in the state of Alabama, according to 2000 Census EEO figures.
 Utilization % = Difference between the County workforce and the Alabama labor force percentages per job group category, race, sex and national origin

Step 5: Objectives

Montgomery County believes that its policies and procedures for recruitment of new employees and promotion of existing employees meet all applicable local, state and federal employment laws. It is our belief that the areas in which Montgomery County statistics indicate under- or over-utilization of certain demographic groups follow national trends, are more gender than race oriented, and are expressions of societal norms in this country (i.e., it is traditional for females to pursue clerical positions and males to pursue skilled craft and/or service/maintenance positions.) Montgomery County, through the Montgomery City-County Personnel Board, will continue to evaluate its recruitment and staff development policies to ensure that all employees are receiving equal opportunities for employment in all job categories.

Step 6: Steps to Achieve Objectives

The Montgomery City-County Personnel Department will continue to follow the Uniform Guidelines on Employee Selection Procedures and other professional procedures that are in place to ensure the employment process is without discrimination or unfairness in recruiting and hiring procedures. The Department will continue to conduct thorough job analyses of Montgomery County employee positions and will ensure that all employment tests are valid instruments, which ensure fair results in the employment process.

The following recruitment tools are used in an attempt to ensure appropriate response and a broad and diverse field of applicants:

- Job announcements are displayed prominently at city and county government offices when a new register is being established.
- Approximately 300 officials, educational institutions, placement resources, churches, and other community groups receive open, competitive job announcements.
- Job announcements are posted on the City-County Personnel Board website and sent to State Employment Service offices throughout the state.
- Potential applicants interested in positions not open for application can request that they be notified when applications are being accepted.
- Montgomery radio station WVAS provides daily public service announcements of all job listings.
- The job line telephone number is published in the blue pages under City and County government listings, in the City-County Personnel Board's brochure, in radio announcements, and in all display advertisements.
- Potential applicants can call anytime to get a recorded listing of current openings.
- Hard to recruit positions may be advertised in the classified section of newspapers outside Montgomery in order to reach the applicant pool in larger cities.
- Other recruitment tools include job fairs, military outlets, news releases, and professional publications and organizations.

Step 7: Dissemination

The EEOP will be placed on the County Intranet for employees to access through the Montgomery County computer network system. The EEOP will be provided to each department director, and a memo will be posted on the department bulletin boards to notify employees of its location in the department and on the Intranet. New employees will be informed of the EEOP and its locations at the City-County Personnel Department's New Employee Orientation. Potential employees will have an opportunity to view the EEOP Plan by visiting the Personnel Department.

Step 4B, Narrative Utilization Analysis

The County of Montgomery does not find any area of immediate concern regarding its current workforce as compared to the Alabama Labor Force (ALF), the set to which this instrument compares its currently employed workforce. However, there are a number of areas in which the county appears to under – or over-utilize certain subgroups of employees. For information purposes, listed below are the categories which fall above or below a ten percent utilization rate as compared to the Alabama Labor Force (according to 2000 Census EEOP figures, the latest available at the time of preparation of this report.)

Officials/Administrators. There is an over utilization of **black females** in this category (18.14% currently employed compared to 6.50% in the ALF.)

Professionals. There is an over utilization of **black males** in this category. (14.89% compared to 4.30% in the ALF.) There is an under utilization of **white females** in this category (25.53% compared to 44.80%). There is an over utilization of **black females** in this category (23.40% compared to 10.60%).

Technicians. There is an over utilization of **black males** in this category (20.47% compared to 5.10% in the ALF). There is an over utilization of **black females** in this category (27.56% compared to 16.30%). There is an under utilization of **white females** in this category (18.90% compared to 43.40%).

Protective Services. There is an over utilization of **black males** in this category (40.49% compared to 21.60%). There is an under utilization of **white males** in this category (27.17% compared to 61.20%).

Para-professionals. There is an under utilization of **white males** in this category (11.54% compared to 25.70%). There is an over utilization of **black females** in this category (42.31% compared to 19.20%).

Office/Clerical. There is an under utilization of **white males** in this category (4.14% compared to 22.60%). There is an over utilization of **black females** in this category (46.75% compared to 15.70%).

Skilled Craft. There is an over utilization of **black males** in this category (56.18% compared to 13.50%). There is an under utilization of **white males** in this category (42.70% compared to 76.70%).

Service Maintenance. There is an over utilization of **black males** in this category (66.67% compared to 17.00%). There is an under utilization of **white males** in this category (12.70% compared to 38.00%). There is an under utilization of **white females** in this category (0% compared to 24.40%).

SOURCES AND USES OF FUNDS

Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing

Agenda

OCT 25 2010

Dated Date 10/01/2010
Delivery Date 10/26/2010

Sources:

Bond Proceeds:	
Par Amount	13,405,000.00
Accrued Interest	37,791.67
Premium	1,795,452.90
	15,238,244.57

Uses:

Refunding Escrow Deposits:	
Cash Deposit	700,381.40
SLGS Purchases	14,332,231.00
	15,032,612.40
Other Fund Deposits:	
Accrued Interest	37,791.67
Delivery Date Expenses:	
Cost of Issuance	56,700.00
Underwriter's Discount	107,105.95
	163,805.95
Other Uses of Funds:	
Contingency/Rounding	4,034.55
	15,238,244.57

BOND SUMMARY STATISTICS

**Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing**

Dated Date	10/01/2010
Delivery Date	10/26/2010
Last Maturity	11/01/2022
Arbitrage Yield	2.425958%
True Interest Cost (TIC)	2.678189%
Net Interest Cost (NIC)	2.933940%
All-In TIC	2.733709%
Average Coupon	4.504611%
Average Life (years)	7.949
Duration of Issue (years)	6.857
Par Amount	13,405,000.00
Bond Proceeds	15,238,244.57
Total Interest	4,842,100.00
Net Interest	3,153,753.05
Total Debt Service	18,247,100.00
Maximum Annual Debt Service	2,547,125.00
Average Annual Debt Service	1,515,688.09
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	7.990000
Total Underwriter's Discount	7.990000
Bid Price	112.594905

Bond Component	Par Value	Price	Average Coupon	Average Life
Serial Bonds	13,405,000.00	113.394	4.505%	7.949
	13,405,000.00			7.949

	TIC	All-In TIC	Arbitrage Yield
Par Value	13,405,000.00	13,405,000.00	13,405,000.00
+ Accrued Interest	37,791.67	37,791.67	37,791.67
+ Premium (Discount)	1,795,452.90	1,795,452.90	1,795,452.90
- Underwriter's Discount	-107,105.95	-107,105.95	
- Cost of Issuance Expense		-56,700.00	
- Other Amounts			
Target Value	15,131,138.62	15,074,438.62	15,238,244.57
Target Date	10/26/2010	10/26/2010	10/26/2010
Yield	2.678189%	2.733709%	2.425958%

BOND PRICING

**Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing**

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Call Date	Call Price
Serial Bonds:							
	11/01/2011	700,000	2.000%	0.500%	101.515		
	11/01/2012	725,000	2.000%	0.700%	102.595		
	11/01/2013	745,000	3.000%	0.900%	106.230		
	11/01/2014	770,000	3.000%	1.150%	107.236		
	11/01/2015	790,000	3.000%	1.400%	107.720		
	11/01/2016	820,000	4.000%	1.680%	113.217		
	11/01/2017	950,000	3.000%	1.950%	106.851		
	11/01/2018	995,000	5.000%	2.200%	120.469		
	11/01/2019	1,000,000	4.000%	2.410%	112.812		
	11/01/2020	1,065,000	5.000%	2.610%	120.787 C	10/01/2020	100.000
	11/01/2021	2,360,000	5.000%	2.830%	118.669 C	10/01/2020	100.000
	11/01/2022	2,485,000	5.000%	2.950%	117.533 C	10/01/2020	100.000
		13,405,000					

Dated Date	10/01/2010	
Delivery Date	10/26/2010	
First Coupon	05/01/2011	
Par Amount	13,405,000.00	
Premium	1,795,452.90	
Production	15,200,452.90	113.393905%
Underwriter's Discount	-107,105.95	-0.799000%
Purchase Price	15,093,346.95	112.594905%
Accrued Interest	37,791.67	
Net Proceeds	15,131,138.62	

SUMMARY OF REFUNDING RESULTS

Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing

Dated Date	10/01/2010
Delivery Date	10/26/2010
Arbitrage yield	2.425958%
Escrow yield	0.314330%
Bond Par Amount	13,405,000.00
True Interest Cost	2.678189%
Net Interest Cost	2.933940%
Average Coupon	4.504611%
Average Life	7.949
Par amount of refunded bonds	13,720,000.00
Average coupon of refunded bonds	4.610016%
Average life of refunded bonds	7.761
PV of prior debt to 10/26/2010 @ 2.425958%	16,067,356.14
Net PV Savings	716,756.19
Percentage savings of refunded bonds	5.224170%

SAVINGS

**Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing**

Date	Prior Debt Service	Refunding Debt Service	Refunding Receipts	Refunding Net Cash Flow	Savings	Present Value to 10/26/2010 @ 2.4259579%
09/30/2011	991,262.50	317,450.00	37,791.67	279,658.33	711,604.17	711,696.84
09/30/2012	1,245,793.75	1,237,200.00		1,237,200.00	8,593.75	8,212.96
09/30/2013	1,248,100.00	1,247,950.00		1,247,950.00	150.00	24.87
09/30/2014	1,248,687.50	1,249,525.00		1,249,525.00	-837.50	-877.14
09/30/2015	1,252,221.25	1,251,800.00		1,251,800.00	421.25	310.63
09/30/2016	1,248,622.50	1,248,400.00		1,248,400.00	222.50	158.65
09/30/2017	1,248,007.50	1,250,150.00		1,250,150.00	-2,142.50	-1,897.14
09/30/2018	1,343,412.50	1,349,500.00		1,349,500.00	-6,087.50	-5,137.05
09/30/2019	1,359,612.50	1,355,375.00		1,355,375.00	4,237.50	3,497.27
09/30/2020	1,314,487.50	1,315,500.00		1,315,500.00	-1,012.50	-761.00
09/30/2021	1,332,487.50	1,333,875.00		1,333,875.00	-1,387.50	-1,035.07
09/30/2022	2,544,325.00	2,543,250.00		2,543,250.00	1,075.00	852.81
09/30/2023	2,544,018.75	2,547,125.00		2,547,125.00	-3,106.25	-2,324.99
	18,921,038.75	18,247,100.00	37,791.67	18,209,308.33	711,730.42	712,721.64

Savings Summary

PV of savings from cash flow	712,721.64
Plus: Refunding funds on hand	4,034.55
Net PV Savings	<u>716,756.19</u>

AGGREGATE DEBT SERVICE

**Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing**

Period Ending	Refunding 2002 GO Warrants	Series 2006 PBA (Jail Project)	2005A Limited Obligation School Warrant	Series 2007	Unrefunded Bonds	Aggregate Debt Service
09/30/2011	317,450	4,897,591.26	407,726.76	3,611,755.02	258,984.38	9,493,507.42
09/30/2012	1,237,200	4,904,891.26	405,686.56	3,616,182.52		10,163,960.34
09/30/2013	1,247,950	4,923,241.26	407,581.02	3,610,616.89		10,189,389.17
09/30/2014	1,249,525	4,905,348.76	407,655.47	3,612,145.01		10,174,674.24
09/30/2015	1,251,800	4,899,493.76	407,796.84	3,601,838.76		10,160,929.36
09/30/2016	1,248,400	4,907,181.26	405,442.62	3,607,088.76		10,168,112.64
09/30/2017	1,250,150	4,910,168.76	405,264.42	3,601,963.76		10,167,546.94
09/30/2018	1,349,500	4,484,531.26	406,215.81	3,913,338.76		10,153,585.83
09/30/2019	1,355,375	4,868,406.26		3,921,057.51		10,144,838.77
09/30/2020	1,315,500	4,911,656.26		3,913,551.26		10,140,707.52
09/30/2021	1,333,875	4,888,906.26		3,923,701.26		10,146,482.52
09/30/2022	2,543,250	4,890,906.26		2,766,810.63		10,200,966.89
09/30/2023	2,547,125	4,889,506.26		2,770,435.00		10,207,066.26
09/30/2024		7,436,606.26		2,767,787.50		10,204,393.76
09/30/2025		7,435,856.26		2,768,875.00		10,204,731.26
09/30/2026		7,435,153.13		2,769,625.00		10,204,778.13
09/30/2027		7,435,950.00		2,769,250.00		10,205,200.00
09/30/2028		7,433,700.00		2,767,500.00		10,201,200.00
09/30/2029		6,124,075.00				6,124,075.00
09/30/2030		6,127,975.00				6,127,975.00
09/30/2031		6,128,250.00				6,128,250.00
	18,247,100	118,839,394.53	3,253,369.50	60,313,522.64	258,984.38	200,912,371.05

COST OF ISSUANCE

**Montgomery County, Alabama
Refunding 2002 GO Warrants
Final Pricing**

Cost of Issuance	\$/1000	Amount
Bond & Disclosure Counsel	1.86498	25,000.00
Paying Agent (1,500/1,500)	0.22380	3,000.00
Escrow Agent (\$1,000/\$1,000)	0.14920	2,000.00
Verification	0.22380	3,000.00
Printing/Mailing-- Estimate	0.37300	5,000.00
Closing Cost - Estimate	0.37300	5,000.00
UW Paying Closing/Printing	-0.74599	-10,000.00
S&P (10-14.99)	0.94741	12,700.00
Moody's (10-14.9)	0.82059	11,000.00
	4.22977	56,700.00

Alabama Tax-Exempt Issues in 2010 - Aa/AA category or higher credits																				
City of Hoover, Alabama B.O. E.				City of Montgomery, Alabama				Huntsville, Alabama				Athens, Alabama				Montgomery County, Alabama				
G.O.				G.O.				G.O.				G.O.				G.O.				
SALE DATE	AMOUNT (million)	RATINGS	ENHANCEMENT	AMT/NON-AMT/ BQ	MANAGER	DATED / DUE	FIRST COUPON	CALL FEATURE	Amount (Millions)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Millions)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Millions)	Coupon Rates	Offer YIELD	MMD Spread

National Tax-Exempt Issues Week of October 11, 2010 - Aa/AA category or higher credits																					
TITLE OF ISSUE		Oklahoma Water Board				Hamilton Cnty Sewer Dist, Ohio				Federal Way S.D., Washington				Regional S.D. Connecticut				Montgomery County, Alabama			
		Rev				Rev				G.O.				G.O.				G.O.			
SALE DATE		10/11/2010				10/11/2010				10/11/2010				10/11/2010			10/11/2010				
AMOUNT (million)		27.955				43.595				16.350				18.775			13.405				
RATINGS				AAA		Aa2		AA+		Aa1(Aa2)		AA+(AA-)		Aa2			Aa1		AA+		
ENHANCEMENT										Sch. Bd Guaranty											
AMT/NON-AMT/ BQ		Non-Amt				Non-Amt				Non-Amt				Non-Amt			Non-Amt				
MANAGER		BOSC				RBC Capital Markets				Raymond James & Associates				Morgan Keegan			Merchant Capital				
DATED / DUE		11/3	10/1			11/03	12/1			10/26	6/1		7/1	10/28			10/1/10	2/1			
FIRST COUPON		4/1/11				6/1/11				6/1/11				1/1/11			5/1/11				
CALL FEATURE		10/1/20 @ par				12/1/20 @ par				12/1/20 @ par				7/1/2020 @ par			10/1/2020 @ par				
COMMENTS:																					
PRICING:		Amount (Millions)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Millions)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Millions)	Coupon Rates	Offer YIELD	MMD Spread	Amount (Millions)	Coupon Rates	Offer YIELD	YIELD Spread	MMD Spread			
2010																					
2011		0.700	0.400	0.400		1.540		0.450						0.840	3.000	0.500		0.700	2.000		
2012		0.770	2.000	0.680		3.275		0.680		0.315	3.000	0.700		0.970	3.000	0.750		0.725	2.000		
2013		0.785	3.000	0.870		2.310		0.920		1.315	4.000	0.890		1.240	3.000	0.920		0.745	3.000		
2014		0.810	2.000/4.000	1.110		0.860	2.000/1.875	1.210		1.375	4.000	1.130		1.445	2.750	1.150		0.770	3.000		
2015		0.830	2.000	1.380		0.425		1.460		1.430	4.000	1.390		1.515	4.000	1.410		0.790	3.000		
2016		0.850	2.000	1.680		3.440	4.000/5.000	1.780		1.495	4.000	1.660		1.540	4.000	1.700		0.820	4.000		
2017		0.865	2.000	1.950		1.935		2.070		1.555	4.000	1.890		1.540	4.000	1.940		0.950	3.000		
2018		0.885	5.000	2.180		7.785		2.340		1.625	4.000	2.130		1.545	4.500	2.160		0.995	5.000		
2019		0.925	3.000	2.420		8.105		2.550		1.695	4.000	2.320		1.545	3.250	2.400		1.000	4.000		
2020		0.955	3.000	2.620		8.285	4.000/5.000	2.760		1.760	4.000	2.530		1.535	4.000	2.570		1.065	5.000		
2021		0.985	4.000	2.810		5.635	3.000/5.000	3.000		1.845	5.000	2.760		1.525	4.000	2.770		2.360	5.000		
2022		1.020	4.000	2.980						1.940	5.000	2.900		1.520	4.000	2.930		2.485	5.000		
2023		1.065	4.000	3.070										0.915	4.000	3.060					
2024		1.105	4.000	3.150										0.830	3.125	3.125					
2025		1.115	4.000	3.250																	
2026																					
2027																					
2028																					
2029																					
2030		6.410	3.500	3.650																	
2031																					
2032																					
2033																					
2034																					
2035		7.845	5.000	4.000																	
2036																					
2037																					
2038																					
2039																					
2040																					

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Wednesday, November 10, 2010, at 8:00 in the morning.

Donald Z. Minni

Administrator

Edton N. Pearson Jr.

Chairman