

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
NOVEMBER 22, 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

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$5,000 miscellaneous appropriation to the Montgomery County Recreation Department, Cleveland Avenue YMCA, for After School Program and also requested a \$2,500 miscellaneous appropriation to the Montgomery Area Council on Aging (MACOA), for Mt. Zion Day Care, for the food program and day care.

Chairman Dean requested a \$5,000 miscellaneous appropriation to the Montgomery Community Action Agency, for Adult and Youth Community Services Programs Encouraging Health, Welfare and Education.

Vice Chairman Ingram requested a \$300 miscellaneous appropriation to Dunbar-Ramer School, for the Principal's Discretionary Fund.

Commissioner Wilson requested to add a \$500 miscellaneous appropriation to the Montgomery County Recreation Department, East YMCA for the child care programs for underprivileged children.

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

PRESENTATION BY KEN UPCHURCH WITH T.C.U. CONSULTING SERVICES, LLC

Ken Upchurch with T.C.U. Consulting Services, LLC briefed the Commission via telephone conference call regarding a Mutual Release and Settlement Agreement and final payment in

the amount of \$66,807.26 to Bell & Associates Construction, L.P. regarding the Montgomery County Detention Facility. After discussion, the Commission agreed to waive rules and place these items on the agenda.

Mr. Upchurch updated the Commission regarding the warranties on the facility, which included a 20 year no dollar limit warranty on the roof and panels.

PRESENTATION BY CASSANDRA CROSBY AND RON DRINKARD WITH CROSBY DRINKARD GROUP, LLC AND DISTRICT ATTORNEY ELLEN BROOKS

Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC, briefed the Commission regarding proposed legislation for 2011.

District Attorney Ellen Brooks explained to the Commission that the One Place Family Justice Center desires to obtain tax exempt status for sales taxes and asked for assistance in passing a bill to accomplish this.

PRESENTATION BY REVENUE COMMISSIONER JANET BUSKEY

Revenue Commissioner Janet Buskey requested that the Commission approve an authorization for an Appraiser position with the Appraisal Department. She stated that it would not be increasing the number of employees, but was needed for the promotion which was approved at the last meeting in the form of a position fill request. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding renewal contracts for housing juveniles at the Montgomery County Youth Facility for Autauga, Butler, Elmore, Lowndes and Monroe counties, which were on the agenda. Mr. Howell stated that Autauga County has reduced their number of detention beds this year.

Mr. Howell briefed the Commission regarding the renewal of a Personal Services Contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Youth Facility, which was on the agenda.

Mr. Howell briefed the Commission regarding the Alabama Department of Youth Services Grant/Subsidy Agreement, Parts I and II Funds, which was on the agenda.

Mr. Howell updated the Commission regarding upcoming vacancies at the Youth Facility, and he stated that the facility would use part-time Cooks.

PRESENTATION BY DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks said that after reading the minutes of the last County Commission meeting, she applauded the Commission for their interest in finding ways to encourage children

to stay in school. She reminded them of the Helping Montgomery Families Initiative program and asked for their continued support for this program.

Ms. Brooks stated that Presiding Circuit Judge Price had recently issued a memorandum to the County Commission and other officials regarding Drug Court. In the memorandum, he stated “Briefly, drug court was voted on and established by the judges of this Circuit. Circuit Judge Tracy McCooley volunteered to preside over the court. All of the judges participate, as well as the District Attorney, in ensuring Drug Court remains viable. Its viability requires considerable cooperation between the judges and the District Attorney. I am pleased to say that at this time, Drug Court is viable, functioning and growing. The only change maybe to revert to judges referring offenders to the program instead of the District Attorney’s office screening and referring offenders to the program.” Ms. Brooks explained that the Drug Court operates only with the consent of the District Attorney.

Chairman Dean expressed concern for the continuation of the Drug Court which was based on previous comments by Ms. Brooks. Ms. Brooks stated that she had not stopped the Drug Court because two County Commissioners had asked her not to shut down the program.

Ms. Brooks requested that the Commission reconsider her request to fill a Legal Support Assistant position and waive rules to place it on the agenda. No action was taken by the Commission.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding payment of 2010-2011 Membership Dues to the International City County Management Association for Risk Manager Scott Kramer. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Position Fill Request for Revenue Manager, as per Chairman Dean’s request.

Administrator Mims presented an email from Town Clerk Charlene Rabren with the Town of Pike Road inviting the Commission to meet with Mayor Stone regarding Pike Road updates. The Commission agreed they would meet with Mayor Stone on November 29, 2010, and asked Administrator Mims to invite him to the Commission office.

Administrator Mims presented a letter from Senior Planner Lynda Wool with the City of Montgomery regarding an invitation to meetings concerning Centennial Hill. Vice Chairman Ingram and Commissioner Williams stated that they would attend.

Administrator Mims informed the Commission that Melinda McGarry, Juvenile Detention Officer II, Montgomery County Youth Facility, has submitted a Notice of Application for Retirement Drop Program.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake advised the Commission that all work on the Meriwether Road resurfacing project had been completed except for the final striping. He also recommended adoption of the Resolution concerning the Town of Pike Road's scenic right-of-way plan to include a nature trail along Wallahatchie Road, which was on the agenda. Liz Scroggins and Kenneth White, who were representing the Town of Pike Road regarding this resolution, were also present.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry presented a list of upcoming events, noting a late invitation from the City of Montgomery to attend the groundbreaking for the Hampstead Institute Downtown Farm for tomorrow afternoon.

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 Commissioner Williams.

The Pledge of Allegiance was led by Commissioner Wilson.

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 Attorney Chae Dobson representing County Attorney Tyrone C. Means and County Engineer George C. Speake.

Vice Chairman Ingram made a motion to approve the Minutes of the Regular Meeting of November 10, 2010. The motion was seconded by Mr. Polizos 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 Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED COUNTY COMMISSION MEETING SCHEDULE FOR 2011

The Administrator presented the following memorandum from Public Affairs Director DiDi Henry:

MEMORANDUM

October 21, 2010

To: Montgomery County Commission

From: DiDi Henry

Re: Proposed County Commission Meeting Schedule for 2011

Please find attached the proposed County Commission meeting schedule for 2011.

I have noted one holiday conflict – October 10th is Columbus Day, so the meeting will be scheduled for October 11th. It is noted on the schedule.

I was looking at the November/December meetings and noticed several conflicts, as shown on the attached calendars. I have spoken with Tammy and Theresa regarding the conflicts, and we are all in agreement that the proposed schedule changes for those two months would work out well.

I propose that the November and December meetings be moved to the 1st and 3rd Mondays of the month, due to holiday scheduling conflicts. Usually, our 2nd November meeting is held the Monday prior to Thanksgiving. This year, it falls to the Monday after Thanksgiving.

I have proposed that we keep the 1st and 3rd Mondays in December, again because of scheduling conflicts.

Please advise, and I will have this schedule ready to present to the Commission for the 1st meeting in November. Thank you.

End of Memorandum

Mr. Polizos made a motion to approve the County Commission meeting schedule for 2011. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of the 2011 Montgomery County Commission Meeting Schedule and October, November and December 2011 Calendars, Agenda Pages 1-2 through 1-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY EMPLOYEE BLOOD DRIVES FOR 2011

The Administrator presented the following memorandum from Public Affairs Director DiDi Henry:

November 2, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2011

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2011. The first would be scheduled for Tuesday, January 5th with the American Red Cross and the other in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads, at their discretion, to give employees who actually donate blood, four hours of administrative leave for having donated.

It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives. I am requesting that this information be placed on the next Thursday memo for the November 10th meeting, so that it can be voted on during the November 22nd meeting. Your approval of this request is appreciated.

Thank you.

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.

ENGINEERING DEPARTMENT – ADOPTED RESOLUTION CONCERNING TOWN OF PIKE ROAD'S SCENIC RIGHT-OF-WAY PLAN TO INCLUDE A NATURE TRAIL ALONG WALLAHATCHIE ROAD

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

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: November 12, 2010

RE: Approval of Resolution Concerning Town of Pike Road's Scenic Right-of-Way Plan to Include a Nature Trail Along Wallahatchie Road

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached resolution concerning the Town of Pike Road's establishment of a scenic right-of-way plan which includes a nature trail along a 3.5 mile portion of Wallahatchie Road. The Commission was briefed on this item at the previous meeting on November 10, 2010.

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

End of Memorandum

Vice Chairman Ingram made a motion to adopt the resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Resolution, Agenda Page 3-2, is attached to these Minutes.)

SOUTHEAST ALABAMA EMERGENCY MEDICAL SERVICES COUNCIL, INC. –
APPROVED BOARD MEMBER APPOINTMENTS

The Administrator presented the following memorandum requesting approval of Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.:

November 18, 2010

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Nix, Administrative Secretary

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

Attached is a list of the eight individuals who serve on the Southeast Alabama Emergency Medical Services Council, Inc., whose terms expired November 3, 2010. I have contacted these

individuals and six of them would like to be reappointed to another full term on this Council, for terms expiring November 3, 2011.

Linda Brown and Dell Gamble have expressed that they prefer not to serve another term. Doug Tisdale, who replaced Dell Gamble at CARE Ambulance, has requested to be appointed to the Council. This leaves one vacant position on the council of which Vice Chairman Ingram recommended Fire Chief Mike Green with the Montgomery County Association of Volunteer Fire Departments. I spoke with Chief Green and he is willing to serve on this Council.

Please place these appointments on the next agenda for the Commission's approval.

End of Memorandum

Mr. Williams made a motion to reappoint Assistant Fire Chief Mike Smith, Annitta Love, Patti Brown, John Treat, Keith Bryan, Kitty Harris, and to appoint Doug Tisdale and Fire Chief Mike Green for terms expiring November 3, 2011. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Board Members' Appointment Pages, Agenda Pages 4-2 and 4-3, is attached to these Minutes.)

MONTGOMERY COUNTY COMMUNITY PUNISHMENT & CORRECTIONS
AUTHORITY – APPROVED BOARD MEMBER APPOINTMENTS

The Administrator presented the following memorandum requesting approval of Board Member Appointments to the Montgomery County Community Punishment & Corrections Authority:

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Montgomery County Community Punishment & Corrections Authority Board Appointments

On December 1, 2010, the terms of Reverend Edward J. Nettles, Sr. and Daniel Harris will expire as board members of the Montgomery County Community Punishment & Corrections Authority. The County Commission, during its meeting on November 10, 2010, agreed to consider their reappointments to this board.

I am requesting that the Commission reappointment Reverend Nettles and Mr. Harris to this authority, whose terms will expire December 1, 2013.

End of Memorandum

Mr. Polizos made a motion to reappoint Reverend Edward J. Nettles, Sr., and Daniel Harris, for terms expiring December 1, 2013. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 5-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED MASTER SERVICES AGREEMENT AND STATEMENTS OF WORK WITH NITORCO, INC., FOR THE IMPLEMENTATION AND ENHANCEMENT OF LAW ENFORCEMENT SOFTWARE

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

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Nitorco, Inc. Master Agreement (MSA) and SOW

Attached are two Statements of Work (SOW) in the form of quotes. Lou Ialacci has submitted this agreement from Nitorco, Inc., a law enforcement software development company. Nitorco will work closely with Digital Revenue Systems (DRS) to provide knowledge and expertise on all of the current law enforcement systems. This system will replace the NEC law enforcement system currently in use in the Sheriff's Office in a timely and cost effective manner.

This agreement was discussed during the Commission meeting working session on November 10, 2010. I was instructed to place this item on the November 22, 2010 agenda for your approval. A favorable response is appreciated.

Attachments

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 Memorandum, Agreement, and Statements of Work, Agenda Pages 6-2 through 6-12, are attached to these Minutes.)

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

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

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: RDS External Audit Agreement

Larry Curvin submitted proposal from RDS to provide external audit services. This company will perform out-of-state audits primarily, but could do others if requested by Montgomery County.

This proposal was discussed during the working session of the November 10, 2010 Commission meeting. I ask the Commission to approve this item at the next meeting on November 22, 2010.

Attachments

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 Memorandum and Agreement, Agenda Pages 7-2 through 7-6, are attached to these Minutes.)

YOUTH FACILITY – APPROVED STATE OF ALABAMA DEPARTMENT OF YOUTH SERVICES GRANT/SUBSIDY AGREEMENT, PARTS I AND II FUNDS

The Administrator presented the following memorandum from Detention Director Michael C. Provitt:

MEMORANDUM

To: Montgomery County Commission

From: Michael C. Provitt, Detention Director

CC: Bruce Howell, File

Date: 11/17/2010

Re: Detention Contracts

This writer is requesting the Commissioned to enter into the attached annual detention related contracts. The contracts are as follows:

- Part I Funds Grant which authorizes payment to the County in exchange for one detention bed at the Youth Facility for the same member Counties of (Autauga, Butler, Elmore, Lowndes, Monroe, and Montgomery).
- Part II Funds Grant which authorizes funding to the County in support of the Youth Facility for agreeing to operate as a community (regional) juvenile detention service in accordance with the Minimum Standards for Juvenile Detention Facilities and agreeing to hold AWOLs from the Department of Youth Services (DYS) for up to 72 hours without charge to DYS.
- Personal Service Contract to Administer the Medical Services Program at the Youth Facility is the same cost as last year and it is with the same physician, Dr. Doyin Ogunbi, MD, and is paid for out of the State funds from DYS.
- Agreements/Contracts with the Individual Counties who have designated that their Part I Funds be paid to this County.
- Autauga and Elmore County Specific Contracts with Montgomery County where they agree to pay this County themselves in exchange for the Youth Facility providing detention beds for their delinquent juveniles. Autauga County's contract is different from last year in that the Autauga County Commission has requested just one additional detention bed this year. The Elmore County contract is still for two additional beds. Each detention bed cost \$25,000.00 which will be paid for in quarterly increments.

End of Memorandum

Mr. Polizos made a motion to approve State of Alabama Department of Youth Services Grant/Subsidy Agreement, Parts I and II Funds. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Letter and Agreement, Agenda Pages 8-2 through 8-7, are attached to these Minutes.)

YOUTH FACILITY – APPROVED PERSONAL SERVICES CONTRACT WITH ADEDOYIN DOSUNMU-OGUNBI, M.D., TO PROVIDE MEDICAL SERVICES FOR YOUTH DETAINED AT THE YOUTH FACILITY

The Administrator presented the following memorandum from Detention Director Michael C. Provitt:

MEMORANDUM

To: Montgomery County Commission

From: Michael C. Provitt, Detention Director

CC: Bruce Howell, File

Date: 11/17/2010

Re: Detention Contracts

This writer is requesting the Commissioned to enter into the attached annual detention related contracts. The contracts are as follows:

- Part I Funds Grant which authorizes payment to the County in exchange for one detention bed at the Youth Facility for the same member Counties of (Autauga, Butler, Elmore, Lowndes, Monroe, and Montgomery).
- Part II Funds Grant which authorizes funding to the County in support of the Youth Facility for agreeing to operate as a community (regional) juvenile detention service in accordance with the Minimum Standards for Juvenile Detention Facilities and agreeing to hold AWOLs from the Department of Youth Services (DYS) for up to 72 hours without charge to DYS.
- Personal Service Contract to Administer the Medical Services Program at the Youth Facility is the same cost as last year and it is with the same physician, Dr. Doyin Ogunbi, MD, and is paid for out of the State funds from DYS.
- Agreements/Contracts with the Individual Counties who have designated that their Part I Funds be paid to this County.
- Autauga and Elmore County Specific Contracts with Montgomery County where they agree to pay this County themselves in exchange for the Youth Facility providing detention beds for their delinquent juveniles. Autauga County's contract is different from last year in that the Autauga County Commission has requested just one additional detention bed this year. The Elmore County contract is still for two additional beds. Each detention bed cost \$25,000.00 which will be paid for in quarterly increments.

End of Memorandum

Vice Chairman Ingram made a motion to approve the Personal Services Contract. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Contract, Agenda Pages 9-2 through 9-5, is attached to these Minutes.)

YOUTH FACILITY – APPROVED CONTRACTS FOR HOUSING JUVENILES AT THE MONTGOMERY COUNTY YOUTH FACILITY FOR THE FOLLOWING COUNTIES: AUTAUGA, BUTLER, ELMORE, LOWNDES, AND MONROE

The Administrator presented the following memorandum from Detention Director Michael C. Provitt:

MEMORANDUM

To: Montgomery County Commission

From: Michael C. Provitt, Detention Director

CC: Bruce Howell, File

Date: 11/17/2010

Re: Detention Contracts

This writer is requesting the Commissioned to enter into the attached annual detention related contracts. The contracts are as follows:

- Part I Funds Grant which authorizes payment to the County in exchange for one detention bed at the Youth Facility for the same member Counties of (Autauga, Butler, Elmore, Lowndes, Monroe, and Montgomery).
- Part II Funds Grant which authorizes funding to the County in support of the Youth Facility for agreeing to operate as a community (regional) juvenile detention service in accordance with the Minimum Standards for Juvenile Detention Facilities and agreeing to hold AWOLs from the Department of Youth Services (DYS) for up to 72 hours without charge to DYS.
- Personal Service Contract to Administer the Medical Services Program at the Youth Facility is the same cost as last year and it is with the same physician, Dr. Doyin Ogunbi, MD, and is paid for out of the State funds from DYS.
- Agreements/Contracts with the Individual Counties who have designated that their Part I Funds be paid to this County.
- Autauga and Elmore County Specific Contracts with Montgomery County where they agree to pay this County themselves in exchange for the Youth Facility providing detention beds for their delinquent juveniles. Autauga County's contract is different from last year in that the Autauga County Commission has requested just one additional detention bed this year. The Elmore County contract is still for two additional beds. Each detention bed cost \$25,000.00 which will be paid for in quarterly increments.

End of Memorandum

Mr. Polizos made a motion to approve the Contracts for Housing Juveniles at the Montgomery County Youth Facility for the following Counties: Autauga, Butler, Elmore, Lowndes, and Monroe. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Agreements, Agenda Pages 10-2 through 10-23, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DEDUCTIVE CHANGE ORDER NUMBER 1
WITH DAVID ARMSTER GENERAL CONTRACTORS REGARDING FAMILY
JUSTICE CENTER PROJECT

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

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Deductive Change Order No. 1
David Armster General Contractor
Family Justice Center

Attached is Deductive Change Order No. 1 in the amount of \$53,455.70. This Change Order reduces the amount on the Family Justice Center project from \$109,567.00 to \$56,111.30. This order is submitted to deduct the cost of owner-purchased materials, delete sales tax on those materials, and deduct Actual Costs below Allowance amounts according to contract agreement.

This item was reviewed during the working session at the next Commission meeting on November 10, 2010. I ask you to approve this change order during the November 22, 2010 meeting.

Attachments

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. (Copies of Transmittal-Workflow and Deductive Change Order, Agenda Pages 11-2 through 11-6, are attached to these Minutes.)

OFFICE OF PUBLIC AFFAIRS – APPROVED PAYMENT OF 2011 MEMBERSHIP
DUES TO PUBLIC RELATIONS COUNCIL OF ALABAMA FOR MANAGER OF
PUBLIC AFFAIRS DIDI HENRY

The Administrator presented the following memorandum from Public Affairs Director DiDi Henry:

MEMORANDUM

November 2, 2010

To: Montgomery County Commission

From: DiDi Henry

Re: Public Relations Council of Alabama – Montgomery Chapter Dues

I am requesting that the Commission approve the payment of my annual dues to PRCA-Montgomery for 2011. I will be serving again as Vice President of Membership for this organization in 2011 and as Vice President of Membership on the state level – Public Relations Council of Alabama for 2011. The membership includes online webinars, newsletters, professional development opportunities, and information for public relations professionals that can only be obtained through membership to the organization. The dues are \$285.00.

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.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

November 22, 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-2011-16: Empowering Communities Helping Ourselves (ECHO), for Program Services - \$1,000; (\$250-Dean, \$250-Ingram, \$250-Williams, and \$250-Wilson)
- C-2011-17: Montgomery Area Chamber of Commerce, for the Promotion of Minority-Owned Businesses Located in the West Side of Montgomery, for The Lacey-Boyd Annual New Year's Day Parade 2011 \$500; (Williams)
- C-2011-18: Alabama Shakespeare Festival, for Educational Programs - \$1,000; (Wilson)
- C-2011-19: One Place Family Justice Center, for Domestic Violence Program - \$500; (Wilson)
- C-2011-20: Montgomery County Recreation Department, for East YMCA, for Child Care Programs for Underprivileged Children - \$2,000; (Polizos)

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-2011-20: Amended Miscellaneous Appropriation - Montgomery County Recreation Department, for East YMCA, for Child Care Programs for Underprivileged Children - \$2,000; (Polizos)
- NOTE: Vice Chairman Ingram and Commissioner Wilson requested to add \$500 each of their discretionary money, for a total of \$3,000 appropriated to Montgomery County Recreation Department, for East YMCA, for Child Care Programs for Underprivileged Children
- C-2011-21: Montgomery County Recreation Department, Cleveland Avenue YMCA, for After School Program - \$5,000; (Williams)
- C-2011-22: Montgomery Area Council on Aging (MACOA), for Mt. Zion AME Church's Senior Citizens Day Care and Feeding Program - \$2,500; (Williams)
- C-2011-23: Montgomery Community Action Agency, for Adult and Youth Community Services Programs Encouraging Health, Welfare and Education - \$5,000; (Dean)

NC-2011-8: BOE, Dunbar-Ramer School, for Principal's Discretionary Fund - \$300;
(Ingram)

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

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 3 REGARDING APPROPRIATION TO HAMPSTEAD INSTITUTE
FOR DOWNTOWN FARM DEVELOPMENT PROJECT AND RELATED
EDUCATIONAL WORKSHOPS FOR STUDENTS AND COMMUNITY GROUPS

The Administrator presented Budget Change Request Number 3, County Commission Appropriations.

Mr. Williams 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 3, Agenda Page 14-1, is attached to these Minutes.)

Vice Chairman Ingram requested information about this budget change. Deputy John A. Mitchell, Sr., stated that Hampstead Institute is a non-profit organization that is developing an all-natural three acre farm on the Riverfront, where they will grow, harvest and sell locally grown and fresh produce throughout Montgomery. He told the Commission that they have already worked out agreements with several local restaurants to sell them fresh produce for use in their restaurants, and that this will enhance the Riverfront.

Vice Chairman Ingram told the audience that this is a great program and will help educate the citizens on growing their own gardens.

Commissioner Wilson added that this project will also help the looks of North Montgomery. Furthermore, he informed everyone that he recently read an article that stated in Alabama, seven percent of households go hungry at least once a week. He said that Montgomery needs more projects like this, and that the Commission will continue to work with Jimmy Smitherman, who has made the citizens of Montgomery healthier by his programs.

COUNTY COMMISSION – APPROVED POSITION REALLOCATION AND
RECLASSIFICATION FROM SWITCHBOARD OPERATOR TO CUSTOMER SERVICE
CLERK, SUBJECT TO APPROVAL BY CITY/COUNTY PERSONNEL

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

November 16, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Position Reallocation and Reclassification Request

In February 2009, Marinda Benson, who was a Switchboard Operator, was assigned to the County Commission Office. Since that time, Ms. Benson has performed duties consistent with those of a Customer Service Clerk. This includes a varied number of clerical duties as well as handling financial transactions. The work she is performing is above her current pay grade and recently she passed the typing test requirement for a Customer Service Clerk.

The work Ms. Benson is performing is necessary and continuing to work outside of her pay grade without compensation is in conflict with County policy. I request approval to reallocate the Switchboard Operator position, pay grade A02 to a Customer Service Clerk, pay grade A03 and to reclassify Ms. Benson at the beginning of the next payroll period, subject to City/County Personnel approval. The position that she is currently in will be abolished and deleted from the authorized position complement. This reclassification will result in a \$1,406.00 annual salary increase for Ms. Benson.

This request has been discussed with the Commission during the November 10, 2010 working session. I ask you to approve this request at the next Commission meeting on November 22, 2010.

Attachments

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. (Copies of Reallocation Request and Position Fill Request, Agenda Pages 15-2 and 15-3, are attached to these Minutes.)

DETENTION FACILITY – CARRIED OVER TO THE NEXT COUNTY COMMISSION
MEETING CONSIDERATION OF POSITION FILL REQUESTS FOR TWO CORRECTIONS
OFFICER TRAINEES / CORRECTIONS OFFICERS, POSITION NUMBERS 112 AND 148

The Administrator requested approval of position fill requests for two Corrections Officer Trainees / Corrections Officers, Position Numbers 112 and 148.

Mr. Williams made a motion to approve the position fill requests. The motion was seconded by Mr. Polizos. Mr. Wilson requested to carry over the position fill requests to the next meeting, stating he needed more information. Mr. Williams and Mr. Polizos withdrew their motion. Mr. Wilson made a motion to carry over the position fill requests to the next meeting. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

Chief Deputy Derrick Cunningham invited the Commissioners to take a walk around the Detention Facility and ask for any necessary information.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Information Systems	Request Numbers 5 and 6
2. Sheriff's Office	Request Number 4
3. Risk Management Department	Request Numbers 4 and 5

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 17-1 through 17-5, 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:

COUNTY COMMISSION – APPROVED MUTUAL RELEASE AND SETTLEMENT AGREEMENT WITH BELL & ASSOCIATES CONSTRUCTION, L.P. REGARDING THE MONTGOMERY COUNTY DETENTION FACILITY

The Administrator presented the following memorandum from County Attorney Tommy Gallion:

MEMORANDUM

November 18, 2010

TO: Donnie Mims

FROM: Tommy Gallion

RE: Montgomery County Detention Facility Construction Dispute #50051-588

I have reviewed your November 18, 2010 memorandum and the Mutual Release and Settlement Agreement. I have worked closely on this matter with Ken Upchurch and the other parties who will be executing this document to bring the agreement to its final form.

I am of the opinion that the resolution of this matter 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 and that the agreement be executed as soon as possible.

End of Memorandum

Mr. Williams made a motion to approve the Mutual Release and Settlement Agreement. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of the Mutual Release and Settlement Agreement, Agenda Pages 18-2 through 18-6, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED FINAL PAYMENT TO BELL & ASSOCIATES CONSTRUCTION, L.P. REGARDING THE MONTGOMERY COUNTY DETENTION FACILITY

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

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: November 17, 2010

SUBJECT: Final Pay on Project No. 206054 – Montgomery County Detention Facility

Request that rules be waived and added to the agenda dated November 22, 2010, for approval of final payment to Bell & Associates Construction, L.P., in the amount of \$66,807.26, on Project No. 206054, Montgomery County Detention Facility. (copy of pay request attached)

Coordination of payment made with Mr. David Langford of Goodwyn, Mills & Cawood, Inc., and Mr. Tommy Lawrence of TCU Consulting.

Attachment

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. (Copy of Application and Certificate for Payment, Agenda Page 19-2, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer wished everyone a safe and Happy Thanksgiving Holiday.

Chairman Dean asked the attorney standing in today for Attorney Tyrone C. Means to introduce herself to the audience. She did so, introducing herself as Attorney Chae Dobson and wished everyone a Happy Thanksgiving.

Chief Deputy Derrick Cunningham invited the Commissioners to visit the Detention Facility to get the jail stats and information they need in order to pass the position fill requests for the two Corrections Officer Trainees / Corrections Officers, Position Numbers 112 and 148.

Commissioner Wilson wished everyone a Happy Thanksgiving and thanked everyone for attending the meeting.

Commissioner Polizos wished everyone a Happy Thanksgiving and safe driving over the holiday weekend.

Commissioner Williams wished everyone a Happy and safe Thanksgiving.

Vice Chairman Ingram noted that we all have so much for which to be thankful and wished everyone a safe and good holiday. He informed them that there are so many people in need, and that we need to take time to reach out to them in any capacity. He stated that we are very fortunate to be able to worship God. He said that he was glad they are a part of his life, and told everyone to spend quality time with their family and friends.

Public Affairs Director DiDi Henry reminded everyone to shop in Montgomery County this holiday season, reminding everyone that the sales tax generated helps support Montgomery schools, law enforcement, fire protection, roads and bridges maintenance, and the quality of life of Montgomery County citizens. She also noted that the My Montgomery Matters campaign will kick off on Friday. She wished everyone a Happy Thanksgiving.

Chairman Dean informed everyone to be mindful of the budget and the hiring freeze and that this is why the My Montgomery Matters Campaign is important in raising sales tax collections. He wished everyone a happy and blessed Thanksgiving and reminded them that county employees have the Friday after Thanksgiving off.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on November 22, 2010, at 9:47 a.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

11-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-12-10

Check Number	To	Check Number
213164		213277
Total Checks Paid		\$421,004.19

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

11-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-12-10

Check Number	To	Check Number
213278		213419
Total Checks Paid		\$594,093.25

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

11-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-16-10

Check Number	To	Check Number
213421		213424
Total Checks Paid		\$450.00

CHECK #	PAYEE	AMOUNT	DATE
213420	City of Montgomery Finance Dept.	\$142,552.50	11/12/10

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

11-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 11-16-10

Check Number	To	Check Number
213425		213473
Total Checks Paid		\$980.00

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

11-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-19-10

Check Number	To	Check Number
213474		213526
Total Checks Paid		\$205,927.47

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

11-22-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 11-19-10

Check Number	To	Check Number
213527		213533
Total Checks Paid		\$236,338.10

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

11/22/10 Meeting

MONTGOMERY COUNTY COMMISSION**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID****CHECKS ARE DATED
11/19/10**

Payroll Check Number	106032	To	Payroll Check Number	106190	\$ 120,855.33
Direct Deposits					\$ 788,966.86
Payroll Check Number	106191	To	Payroll Check Number	106220	\$ 278,757.51
Direct Deposits					\$ 330,009.90
Federal Deposits					\$ 322,793.65
Total Payroll Paid					\$ 1,841,383.25

CHECK #

106031

PAYEE

Roy Wylie Granger III

AMOUNT

\$4,056.44

DATE

11/08/10

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



2011 Montgomery County Commission Meeting Schedule

January	July
Monday, January 10 th	Monday, July 11 th
Monday, January 24 th	Monday, July 25 th
February	August
Monday, February 14 th	Monday, August 8 th
Monday, February 28 th	Monday, August 22 nd
March	September
Monday, March 14 th	Monday, September 12 th
Monday, March 28 th	Monday, September 26 th
April	October
Monday, April 11 th	*Tuesday, October 11 th
Monday, April 25 th	Monday, October 24 th
May	November
Monday, May 9 th	**Monday, November 7 th
Monday, May 23 rd	**Monday, November 21 st
June	December
Monday, June 13 th	**Monday, December 5 th
Monday, June 27 th	**Monday, December 19 th

The Information Session begins at 8:00 a.m. at the Commissioner's Conference Room. The Formal Session begins at 9:30 a.m., in the Commissioners' Court. All sessions are held on the first floor of the Montgomery County Administration Building, Courthouse Annex III, located at 101 S. Lawrence Street.

* This is a Tuesday meeting, in keeping with the County Commission policy, adopted November 12, 2008, which provides for Tuesday meetings when either the second or fourth Monday falls on a holiday. The corresponding holiday is as follows: * 10/10/11 Columbus Day.

** November and December 2011 meetings have been moved to the 1st and 3rd Mondays of the month due to the holidays.

~ October 2011 ~							Nov 2011 ▶
◀ Sep 2011	Sun	Mon	Tue	Wed	Thu	Fri	Sat
							1
2	3	4	5	6	7	8	
9	10 COLUMBUS DAY- COUNTY OFFICES CLOSED	11 COMMISSION MEETING	12	13	14	15	
16	17	18	19	20	21	22	
23	24 COMMISSION MEETING	25	26	27	28	29	
30	31	Notes:					

More Calendars: [Nov 2011](#), [Dec 2011](#), [Jan 2012](#)

◀ Oct 2011 ~ November 2011 ~ Dec 2011 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7 PROPOSED: COMMISSION MEETING	8	9	10	11 VETERAN'S DAY - CLOSED	12
13	14	15	16	17	18	19
20	21 PROPOSED: COMMISSION MEETING	22	23	24 THANKSGIVING HOLIDAY	25 PROPOSED THANKSGIVING HOLIDAY	26
27	28	29	30	Notes:		

More Calendars: [December](#), [January](#), [February](#)

◀ Nov 2011 ~ December 2011 ~ Jan 2012 ▶						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5 PROPOSED: COMMISSION MEETING	6	7	8	9	10
11	12	13	14	15	16	17
18	19 PROPOSED: COMMISSION MEETING	20	21	22	23	24 CHRISTMAS EVE
25 CHRISTMAS DAY	26 PROPOSED FEDERAL HOLIDAY OFF	27	28	29	30	31 NEW YEAR'S EVE

More Calendars: Jan 2012, Feb 2012, Mar 2012

RESOLUTION

COUNTY OF MONTGOMERY)

STATE OF ALABAMA)

WHEREAS, pursuant to §11-69-1, Code of Alabama 1975, the Town of Pike Road has adopted a rural scenic right-of-way plan for the second phase of its Nature Trail located along a 3.5 mile stretch of Wallahatchie Road in Montgomery County, Alabama; and

WHEREAS, the Town of Pike Road desires the approval of the County Commission of Montgomery County for the establishment of such rural scenic right-of-way plan and the inclusion of the right-of-way of such 3.5 mile stretch of Wallahatchie Road as part of the Town of Pike Road's Nature Trail; and

NOW THEREFORE BE IT RESOLVED by the County Commission of Montgomery County that in consideration of each party's agreement to support the development of a rural scenic right-of-way, the Town of Pike Road and the County Commission of Montgomery County hereby agree as follows:

1. The County Commission of Montgomery County approves the Town of Pike Road's establishment of a scenic right-of-way plan which includes a 3.5 mile stretch of Wallahatchie Road as part of the Town of Pike Road's Nature Trail; and
2. Upon the commencement of the construction of each segment of the scenic right-of-way, the Town of Pike Road will be responsible for the maintenance of the right-of-way on which construction has begun or has been completed on the side of Wallahatchie Road upon which the scenic right-of-way lies.

Done at the regular session of the County Commission of Montgomery County, Alabama,

this _____ day of _____, 2010.

County Commission of Montgomery County, Alabama
Governing Body

Elton N. Dean, Sr., Chairman

Ham Wilson, Jr., Member

Reed Ingram, Vice Chairman

Dimitri Polizos, Member

Jiles Williams, Jr., Member

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

Asst. Fire Chief Mike Smith
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-111
Home Address:
3801 Cedar Avenue
Montgomery, AL 36109
Home: (334) 356-8680
Cell: (334) 309-5182

11/3/2010

Annitta Love
744 Richfield Road
Deatsville, AL 36022
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2010

Linda Brown
1736 Laurelwood Lane
Montgomery, AL 36117
Home: (334) 279-3142
Work: (334) 420-4200

11/3/2010

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

11/3/2010

John Treat
P.O. Box 441
Hope Hull, AL 36043
Cell: (334) 318-9924

11/3/2010

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

11/3/2010

Dell Gamble
CARE Ambulance
1150 Panama Street
Montgomery, AL 36107
Cell: (706) 536-3442

11/3/2010

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
Home: (334) 272-5690
Work: (334) 286-2723

11/3/2010

Term: 1 year

Montgomery County Community Punishment & Correction Authority

Members:

Term Expires:

Robert E. L. (Bobo) Gilpin
Kaufman Gilpin McKenzie Thomas Weiss, PC
P.O. Drawer 4540
Montgomery, Alabama 36103-4540
Direct Dial: 334-409-2236
Email: rgilpin@kgmlegal.com

12/1/2012

*

Rev. Edward J. Nettles, Sr.
3706 Menlo Court
Montgomery, AL 36116
Home: 284-5210 Work: 262-2205

12/1/2010

*

Daniel Harris
3857 Colline Drive
Montgomery, AL 36106

12/1/2010

Willie Jones
2607 Westwood Drive
Montgomery, AL 36108
Home: 262-1199 Work: 834-2232

12/1/2012

James E. Williams
P.O. Drawer 5130
Montgomery, AL 36103
Home: 834-4746 Work: 263-6621

12/1/2012

Lawson R. Bryan
3000 Bankhead Avenue
Montgomery, AL 36106
Home: 356-3111

12/1/2012

Paul R. Cooper
312 Scott Street
Montgomery, AL 36104
Work: 262-4887

12/1/2012

District Attorney Ellen Brooks
Work: 832-2550

1/17/2011

Sheriff D.T. Marshall
Work: 832-2593

1/20/2011

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

Interoffice Memo

Date: November 2, 2010

To: John Mitchell 

Cc: Sheriff D.T. Marshall, Derrick Cunningham

From: Lou Ialacci

Re: Nitorco, Inc. Master Service Agreement (MSA) and SOW

I am requesting the Montgomery County Commission approve the attached Master Services Agreement (MSA) from Nitorco, Inc. which is a law enforcement software development company. I have reviewed and discussed the company and the documents with the Sheriff's Office. The documents follow very closely the standard format we request of all software development and support firms.

Nitorco is a software development company that will be assisting as needed in the development, design, and implementation of application systems required by the Sheriff's Office to support the jail, dispatch, E911, civil, and legal areas. Nitorco will work closely with our other vendor Digital Revenue Systems (DRS) to provide extensive knowledge and experience working on all of the current law enforcement systems. These services are extremely important in assisting the Sheriff's Office in replacing the NEC law enforcement systems in a timely cost effective manner.

Attached are two Statements of Work (SOW) in the form of quotes. Additional quotes will be issued as needed for the implementation and enhancement of the new law enforcement systems required for the Sheriff's Office. The funds from the NEC settlement will be used for this work. It is anticipated that the settlement funds will not be sufficient to cover all the work required. There were additional funds allocated for the original project that were not spent. The additional funds will be necessary as this project evolves.

I recommend the approval of the attached documents subject to review by the County Attorney.

Thank you for your support.

MASTER SOFTWARE DEVELOPMENT AGREEMENT

THIS AGREEMENT is entered into as of 10/19/2010 ("Effective Date"), by and between Nitorco, Inc., a Georgia corporation with its office located at 2180 Satellite Blvd, Suite 400, Duluth, GA 30097, Telephone: (678) 951-8300, Facsimile: (678) 951-8303 ("Nitorco"), and Montgomery County Alabama, with its office located at 100 S. Lawrence St., Montgomery, AL 36104 ("Sponsor").

WHEREAS, Nitorco is skilled in the field of computer software design and programming; and

WHEREAS, Sponsor may engage Nitorco from time to time to design and develop computer program(s) and enhancements to such computer program(s) pursuant to the terms and conditions hereof; and

WHEREAS, the parties desire to enter into this master agreement for purposes of establishing certain general terms and conditions that will govern a series of contemplated development transactions in the future; and

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

1. Definitions.

1.1 "Services." Work in the form of software development and/or related services to be performed by Nitorco for Sponsor pursuant to a Work Order agreed to by the parties under this Agreement. The schedule for Services and related Deliverables shall be agreed upon by the parties in the Work Order.

1.2 "Work Order." A written document mutually agreed upon and executed by the parties which incorporates the terms of this Agreement. A Work Order may also be in the form of a single chain of emails provided the following requirements are satisfied: (i) the emails must clearly state that the intention is to create a Work Order under this Agreement, and (ii) there is complete agreement regarding all points of the Work Order clearly evidenced in the email chain.

1.3 "Object Code." The representation of Completed Software in the binary instruction code form suitable for execution by a computer.

1.4 "Source Code." The representation of Completed Software in a relatively high-level computer programming language.

1.5 "Deliverables." All Object Code, Source Code, and other materials incidental to the delivery of Services by Nitorco to Sponsor.

1.6 "Completed Software." The Proprietary Rights embodied in the Deliverables as tested and accepted by Sponsor pursuant to this Master Agreement.

1.7 "Development Tools." Software tools of general application, whether owned by or licensed to Nitorco, which are used to develop the Completed Software.

1.8 "Proprietary Rights." All rights worldwide in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

2. Nitorco's Obligation To Provide Software Development Services. Nitorco shall provide software development Services to Sponsor for purposes of coding and developing the Deliverables in accordance with the terms and conditions hereof and the applicable Work Order. In the event of any inconsistency or conflict between this Agreement and any Work Order, the Work Order shall control.

3. Responsibility for Nitorco Employees. All personnel provided by Nitorco to perform any Services shall be considered Nitorco's employees or agents, and Nitorco shall be responsible for payment of fees or salaries (including the withholding or payment of all payroll or income taxes), worker's compensation, disability benefits and the like for such personnel.

4. No-Hiring of Nitorco Employees. Sponsor acknowledges the substantial amount of time, money, and effort that Nitorco has spent and will spend in recruitment of competent employees, and agrees, for a period of one (1) year after expiration or termination of this Agreement, not to employ or hire, solicit for employment, attempt to employ or actively assist any other entity in employing or soliciting for employment, any employee of Nitorco, without the prior written consent of Nitorco. The parties agree that liquidated damages for breach of this non-hiring covenant shall be fifty (50%) of the total first year payable to the former Nitorco employee.

5. Cooperation. Sponsor acknowledges (i) that certain Services and/or Deliverables to be provided by Nitorco may be dependent on Sponsor providing certain data, information, or assistance (collectively, "Cooperation"), and (ii) that such Cooperation may be essential to the performance of Services and/or the delivery of Deliverables by Nitorco. The parties agree that any delay or failure by Nitorco to provide Services hereunder which is caused by Sponsor's failure to provide timely Cooperation reasonably requested by Nitorco shall not be deemed to be a breach of Nitorco's performance obligations under this Agreement.

6. Change Orders. Any change requested by Sponsor in the scope of Services or Deliverable(s) specified in a Work Order must be mutually agreed upon by the parties in writing. Change orders may require modification of fees charged and/or delivery schedules.

7. Testing. Within ten (10) days following receipt of notice of completion of the Deliverables, Sponsor shall review and test the Deliverables and advise Nitorco of Sponsor's acceptance of the Deliverables or of any modifications desired. Sponsor shall be deemed to have accepted the Deliverables (i) upon receipt by Nitorco of written notification by Sponsor of acceptance, or (ii) the failure of Sponsor to request any additional modifications to the Deliverables within ten (10) days receipt of notice of completion. Upon acceptance, the Deliverables shall be deemed to be the Completed Software.

8. Location of Services. All Services shall be performed at Nitorco's facilities unless otherwise mutually agreed in the applicable Work Order.

9. Fees for Development Services. Unless otherwise expressly specified in the applicable Work Order: (i) development services for the Deliverables shall be provided on a time and materials ("T&M") basis; that is, Sponsor shall pay Nitorco for all the time spent performing such services, plus materials, taxes, and reimbursable expenses; and (ii) the rates for services shall be Nitorco's then-current standard rates when such services are provided. Any monetary limit stated in the applicable Work Order for T&M Services shall be an estimate only for Sponsor's budgeting and Nitorco's resource scheduling purposes. If the limit is exceeded, Nitorco will cooperate with Sponsor to provide continuing Services on a T&M basis.

10. Invoicing and Payment. Nitorco shall invoice Sponsor monthly, unless otherwise expressly specified in the applicable Work Order. Charges shall be payable thirty (30) days from the date of invoice and shall be deemed overdue if they remain unpaid thereafter. Sponsor shall issue a purchase order, or alternative document acceptable to Nitorco, on or before commencement of services under the applicable Work Order.

11. Taxes. The charges do not include taxes or duties. If Nitorco is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on services provided under this Agreement, then such taxes and/or duties shall be billed to and paid by Sponsor; this shall not apply to taxes based on Nitorco's income.

12. Purchase Orders. Notwithstanding the content of any purchase order issued by Sponsor, this Agreement shall take precedence over such purchase order, and any conflicting, inconsistent, or additional terms of Sponsor's purchase order shall be null and void.

13. Unilateral Disclosure of Confidential Information By Sponsor. The parties anticipate that Sponsor may disclose confidential information to Nitorco. For purposes hereof, "Confidential Information" means information of Sponsor or its customer (i) which relates to the purpose and subject matter of the Services, including computer programs, business and technical information, and data, or (ii) which, although not related to the Services, is nevertheless disclosed hereunder, and which, in any case, is disclosed by Sponsor or its customers or an affiliate to Nitorco in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Nitorco within fifteen (15) days of the initial disclosure. Nitorco may use Confidential Information of Sponsor only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Nitorco may disclose Confidential Information received hereunder only as reasonably required to perform its obligations under this Agreement and only to its employees who have a need to know for such purposes and who are bound by signed, written agreements sufficient to enable Nitorco to enforce all the provisions of this Section. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Nitorco at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Nitorco; (iii) is

received by Nitorco from a third party free to disclose it without obligation to Sponsor; or (iv) is independently developed by Nitorco without reference to Confidential Information. Notwithstanding the foregoing, to the extent any confidential information is embodied in the Completed Software, this Section shall not be construed to prevent Nitorco from exercising its ownership rights in the to the Completed Software and the Proprietary Rights embodied therein.

14. Injunctive Relief. The parties hereby agree that any breach of any provision hereof regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.

15. Limited Warranty for the Completed Software. Commencing with the acceptance of the Completed Software and continuing for a period of ninety (90) days, Nitorco warrants that the Completed Software (i) will conform as to all material operational features and performance characteristics as provided in the applicable Work Order, and (ii) will be free of errors and defects that materially affect the performance of such features; provided, however, that (i) the Completed Software is implemented and operated in accordance with all written instructions supplied by Nitorco, (ii) Sponsor notifies Nitorco in writing of such nonconformity, error, or defect within thirty (30) days of the appearance thereof, and (iii) Sponsor has promptly and properly installed all fixes, upgrades, updates, and enhancements made available by Nitorco to Sponsor. If Sponsor timely notifies Nitorco in writing of any such nonconformity, error, or defect, Nitorco shall at its sole and exclusive option repair or replace the Completed Software. THE REMEDIES SET OUT IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY. THIS WARRANTY GIVES SPONSOR SPECIFIC LEGAL RIGHTS, AND SPONSOR MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NITORCO DOES NOT WARRANT THAT THE COMPLETED SOFTWARE WILL MEET SPONSOR'S REQUIREMENTS, THAT THE COMPLETED SOFTWARE WILL OPERATE IN THE COMBINATIONS WHICH SPONSOR MAY SELECT FOR USE, OR THAT THE OPERATION OF THE COMPLETED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

16. Warranty Exclusions. Notwithstanding any other provisions of this Agreement to the contrary, the limited warranty shall not apply to nonconformities, errors, or defects due to any of the following: (i) misuse of the Completed Software, (ii) modification of the Completed Software by Sponsor, (iii) failure by Sponsor to utilize compatible computer and networking hardware and software, (iv) interaction with software or firmware not provided by Nitorco, (v) any change in applicable operating system software, or (vi) the failure of Sponsor to install upgrades or enhancements to the Completed Software provided by Nitorco.

17. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY, TO THE EXTENT ALLOWED BY LAW, NITORCO HEREBY DISCLAIMS ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING IMPLIED WARRANTIES RESPECTING MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. SPONSOR ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE COMPLETED SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND

THAT SPONSOR HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT.

18. Mutual Infringement Indemnity. Each party ("Provider") will defend and indemnify the other party ("Recipient") against a claim that any information, design, specification, instruction, software, data or material furnished by the Provider ("Material") and used by the Recipient hereunder infringes or violates a Proprietary Right of another, provided that: (i) the Recipient notifies the Provider in writing within thirty (30) days of the claim; (ii) the Provider has sole control of the defense and all related settlement negotiations; and (iii) the Recipient provides the Provider with the assistance, information, and authority reasonably necessary to perform the above; reasonable out-of-pocket expenses incurred by the Recipient in providing such assistance will be reimbursed by the Provider. The Provider shall have no liability for any claim of infringement resulting from: (i) the Recipient's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a subsequent unaltered release of the Material which the Provider provides to the Recipient; or (ii) any information, design, specification, instruction, software, data, or material not furnished by the Provider. In the event that some or all of the Material is held or is believed by the Provider to infringe, the Provider shall have the option, at its expense: (i) to modify the Material to be non-infringing; or (ii) to obtain for the Recipient a license to continue using the Material. If it is not commercially feasible to perform either of the above options, then the Provider may require from the Recipient return of the infringing Material and all rights thereto. Upon return of the infringing Material to the Provider, the Recipient may terminate this Agreement with ten (10) days' written notice. THIS SECTION STATES THE PARTIES' ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR INFRINGEMENT.

19. Liability Cap. Except for breach of warranty and any infringement indemnity, Nitorco's aggregate liability to Sponsor for any and all damages arising out of this Agreement will be limited to the amounts paid to Nitorco hereunder.

20. Disclaimer regarding Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, (i) ANY DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, OR (ii) SPONSOR'S OR SPONSOR'S CUSTOMERS' RELIANCE ON OR USE OF INFORMATION OR SERVICES PROVIDED, EVEN IF THE OFFENDING PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY.

21. Term Of Agreement. The term of this Agreement shall commence immediately upon the date of execution by Sponsor, and shall continue for a period of one (1) year, after which the term of this Agreement shall continue from month-to-month unless sooner terminated by either party pursuant to the terms and conditions hereof. After the expiration or termination of this Agreement, any existing Work Order then still in effect shall continue unaffected and in full force and effect unless otherwise terminated as provided herein or in such Work Order.

22. Term Of Work Order. Any Work Order created under this Master Agreement shall commence immediately upon execution by both parties, and shall continue thereafter as provided in the Work Order.

23. Automatic Termination. Unless Nitorco promptly after discovery of the relevant facts notifies Sponsor to the contrary in writing, this Agreement and all Work Orders will terminate immediately without notice upon the institution of insolvency, bankruptcy, or similar proceedings by or against Sponsor, any assignment or attempted assignment by Sponsor for the benefit of creditors, or any appointment, or application for such appointment, of a receiver for Sponsor.

24. Termination For Cause. If either party fails to comply with any of the material terms and conditions of this Agreement or Work Order, the other party may terminate this Agreement and/or any or all Work Orders upon fifteen (15) days' written notice to the defaulting party specifying any such breach, unless within the period of such notice, all breaches specified therein shall have been remedied.

25. Termination For Convenience. Notwithstanding anything contained herein to the contrary, either party may terminate this Agreement and/or any or all Work Orders for convenience upon thirty (30) days' written notice to the other party.

26. Return of Materials And Payment. Subject to the terms and conditions of any Work Order, upon the request of Sponsor, and, in any event, upon the termination of this Agreement or any Work Order, Sponsor shall pay to Nitorco for all work in progress as of the termination date, and Nitorco shall surrender to Sponsor all work in progress and Deliverable(s) including, without limitation, all memoranda, notes, records, drawings, manuals, and other documents pertaining to the business of Sponsor previously delivered by Sponsor to Nitorco. This provision shall apply to all materials made available or disclosed to Nitorco by any third party in connection with this Agreement or any Work Order.

27. Arbitration. Except for actions to protect Proprietary Rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Montgomery, Alabama. The arbitrator shall apply the laws of the State of Alabama, to all issues in dispute. The findings of the arbitrator shall be final and binding on the parties, and may be entered in any court of competent jurisdiction for enforcement. Legal fees shall be awarded to the prevailing party in the arbitration.

28. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email or facsimile (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, in each case to the address set forth on the initial page hereof or at such other addresses as shall be designated in writing by either party to the other in accordance with this Section. Such notice will be deemed to be given when received.

29. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all licenses granted hereunder, (ii) any and all limitations of liability and indemnities granted by either party herein, (iii) any covenant granted herein for the purpose of protecting the Proprietary Rights of either party or any remedy for breach thereof, (iv) the payment of taxes, duties, or any money to either party hereunder, and (v) the return of Sponsor materials.

30. Miscellaneous. This Agreement shall be construed under the laws of the State of Alabama, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

Sponsor: Montgomery County Alabama

Nitorco, Inc.

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

NITORCO, INC.

STATEMENT OF WORK

SUBMITTED TO

MONTGOMERY COUNTY, AL
SHERIFF'S OFFICE

REFERENCE # 1754
DATE 9/7/2010

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
1	CONV	CAD Conversion	\$11,650.00	\$11,650.00
SUBTOTAL		\$11,650.00		
TAX		\$0.00		
SHIPPING		\$0.00		
TOTAL COST		\$11,650.00		

NITORCO, INC.

STATEMENT OF WORK

SUBMITTED TO

MONTGOMERY COUNTY, AL
SHERIFF'S OFFICE

REFERENCE # 1759
DATE 9/7/2010

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL
6	FEAT	CAD Features		\$5,440.00
SUBTOTAL		\$5,440.00		
TAX		\$0.00		
SHIPPING		\$0.00		
TOTAL COST		\$5,440.00		

* See Attached Page for List of Features

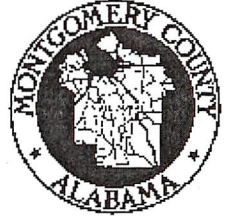
CAD Features

1. Allow the user to re-order the tabs
2. Add a note/location column on the main screen
3. Allow the user to create certain calls from radio log
4. Start a call or change the status by right-clicking on a unit
5. Make an alert for holds
6. Create a case number which will be different from the call number



Montgomery County Commission

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



MEMORANDUM

DATE: November 8, 2010

TO: John A. Mitchell Sr., Deputy Administrator

FROM: Larry R. Curvin, Revenue Manager *Larry Curvin*

RE: Recommendation for External Audit Agreement

I am recommending approval of the proposed agreement with PRA Government Services, LLC dba RDA to provide external audit services. This company has ample resources to assist Montgomery County in the audits of the taxpayer universe as administered by the Tax & Audit department. The proposed agreement covers an 18 month period which should be ample time for a determination of their audit results. This agreement calls for out-of-state audits as a rule, but other audits could be conducted if requested by Montgomery County.

Attachment

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2010
between the Montgomery County Commission ("COUNTY") AND PRA Government Services,
LLC d/b/a Revenue Discovery Systems ("RDS").

WITNESSETH:

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

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

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

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

1. **Services/Scope.**

During the term of this AGREEMENT, RDS agrees to perform audit services for some designated portion of businesses that are currently included in, or subject to be added to, the Montgomery County Tax & Audit Department universe of non-property taxpayers. Such audit services will be assigned or approved by the COUNTY Revenue Manager. That tax universe shall include sales, use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such audit services will be in conformance with the Alabama Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act codified as Title 40, Chapter 2A, Code of Alabama 1975, as amended. The audit plans for the various taxes will be determined for compliance with the state and local laws, resolutions, rules and regulations that govern each of the respective taxes.

Audit services will include compliance and enforcement activities such as investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax and franchise ordinances of the COUNTY. Audit services also include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, an assessment of the amount due (if any), and all services related to closing an audit to include conducting taxpayer appeals, when applicable.

If any taxes are owed to the COUNTY, RDS shall issue assessments as provided by Code of Alabama §40-2 A-7. RDS shall notify the COUNTY not later than 10 days from receipt of all taxpayer appeals and not later than 10 days after the determinations of such appeals.

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

73

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

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

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

2. Conditions of Work.

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

3. Fee for Services.

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

(b) It is understood that RDS shall pay all local travel and other expenses incurred in the performance of all audits performed by RDS or anyone in its employment. It is further understood that RDS shall be paid a per diem rate and mileage rate as and when allowed under §40-2A-6(d) for the COUNTY to assess and collect from the taxpayer. Further,

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

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

(d) RDS shall submit invoices to the COUNTY. Billing Invoices for audit services shall include a breakout of applicable RDS staff (employees and subcontractors, as applicable) for hours worked on each of the billed audit assignments. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

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

4. RDS Audit.

Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SAS 70 Type II report and will be made available upon request. The COUNTY hereby requests a copy of each such SAS 70 report when available.

5. Term of AGREEMENT.

The term of this AGREEMENT shall commence on NOVEMBER 15, 2010 and shall continue in effect THROUGH MAY 15, 2012, or until canceled by either the COUNTY or RDS upon sixty (60) days prior written notice of cancellation.

6. Assignment.

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

Notwithstanding the foregoing, RDS may assign this AGREEMENT, in whole or in part, without the consent of COUNTY to any corporation or entity into which or with which RDS has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of RDS; or any corporation or entity which acquires all or substantially all of the assets of RDS. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors or assigns.

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

7. Binding Effect.

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

8. Governing Law.

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

9. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RDS and the COUNTY, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

10. Final Dispute Resolution.

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

11. Entire AGREEMENT.

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

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

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

MONTGOMERY COUNTY COMMISSION

PRA Government Services, LLC

By: _____

Elton N. Dean, Sr, Chairman

By: _____

Kennon Walthall, President

Date: _____

Date: _____

STATE OF ALABAMA
DEPARTMENT OF YOUTH SERVICES

BOB RILEY
GOVERNOR

POST OFFICE BOX 66
MT. MEIGS, ALABAMA 36057

J. WALTER WOOD, JR.
EXECUTIVE DIRECTOR

November 03, 2010

Mr. Michael Provitt
Montgomery County Youth Facility
P.O. Box 9219
Montgomery, Alabama 36108

Dear Mr. Provitt:

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

Part I grant agreement
Part II grant agreement
FY 2011 Disclosure Statement

Please return all of 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
Mount Meigs, AL 36057

Sincerely,



LeTonya Bowman
Chief Accountant

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

The Alabama Department of Youth Services hereby awards to **Montgomery County Youth Facility** (hereinafter called Recipient) the amount of **Ninety-seven thousand, two hundred twenty-four dollars (97,224.00)** for programs pursuant to DYS community grants/subsidy authorization (Title 44-1-28, Code of Alabama 1975) The funds may be used for the period **October 1, 2010 through September 30, 2011**, for providing at least one detention bed per county for the following counties:

**Autauga
Butler
Elmore**

**Lowndes
Monroe
Montgomery**

DYS shall pay to Recipient for the benefit of each county, sixteen thousand two hundred four dollars (\$16,204) per county, payable quarterly for detention services in accordance with the applicable rules, regulations and conditions of the Department as approved by the Board of Youth Services on June 25, 1993. The grant/subsidy award contained herein is for a period of twelve months, subject to the availability of funds and adjustment by the Alabama Youth Services' Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2010.

Accepted by: _____ Title _____

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

Legal Counsel
Department of Youth Services

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

The Alabama Department of Youth Services hereby awards to **Montgomery County Youth Facility** (hereinafter called Recipient) the amount of **Three hundred ninety-two thousand, eight hundred eighty-six dollars (392,886.00)**, pursuant to DYS community grant/subsidy authorization (Title 44-1-28, Code of Alabama 1975) and the funding formula set forth by the Department of Youth Services Board. The funds may be used for the period **October 1, 2010 through September 30, 2011**, for detention services in accordance with the Minimum Standards for Juvenile Detention Facilities.

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

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

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

Acceptance of Award

Recipient hereby signifies its acceptance of the grant/subsidy award and the terms and conditions set forth, this the _____ day of _____, 2010.

Accepted by: _____ Title _____

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

Legal Counsel
Department of Youth Services



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

Montgomery County Commission

ADDRESS

P.O. Box 1667

CITY, STATE, ZIP

Montgomery, AL 36102

TELEPHONE NUMBER

(334) 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

Montgomery County Youth Facility

ADDRESS

1111 Air Base Blvd.,

CITY, STATE, ZIP

Montgomery, AL 36108

TELEPHONE NUMBER

(334) 261-4119

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☒ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☒ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

Attached

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
----------------------------------	---------	-------------------------

None

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

8-6

MONTGOMERY COUNTY COMMISSION
STATE OF ALABAMA DISCLOSURE STATEMENT ATTACHMENT

Previous State Grants:

<u>State Agency/Department</u>	<u>Date Grant Awarded</u>	<u>Amount of Grant</u>
ADECA	10/11/02	\$ 128,004
ADECA	01/10/03	4,634
ADECA	05/01/02	142,393
ADECA	05/07/02	87,584
ADECA	10/03/02	45,000
ADECA	07/21/03	166,500
ADECA	07/21/03	29,700
ADECA	08/30/00	180,000

PERSONAL SERVICES CONTRACT

The Montgomery County Commission hereby enters into a personal services contract with Adedoyin Dosunmu-Ogunbi, M.D., to provide medical services for youth detained at the Montgomery County Youth Facility. This contract is for the period October 1, 2010 through September 30, 2011 for \$47,300.00.

Dr. Ogunbi agrees to provide seven (7) days a week of medical services. Dr. Ogunbi, or his associates, will provide, personally, a minimum of two (2) days per week coverage with nurse coverage seven (7) days a week. Dr. Ogunbi will be responsible for retaining and providing this nurse coverage. Dr. Ogunbi agrees to supply LPN services six (6) hours per week; Nurse Practitioner or RN services (6) hours per week; and LPN services two (2) hours on the weekend.

The nurse will keep any records required by the Detention Director, attend to the medical needs of the detainees, provide staff training in medical areas, and provide personal hygiene training to the detainees. Additional duties are listed in the attached job description

Dr. Ogunbi, or his associates, in addition to providing two (2) days per week coverage in the facility, will be on-call seven (7) days a week to handle emergency situations.

Dr. Ogunbi, or his associates, will keep any records required by the Detention Director, and/or the Juvenile Court Administrator, and attend to the medical needs of the detainees.

The Montgomery County Commission will provide necessary medical supplies and instruments needed by the doctor/nurse in carrying out his/her duties.

The Montgomery County Commission will pay Dr. Ogunbi monthly upon the submission of proper invoice at the rate of \$3,941.66 per month for services provided at the Montgomery County Youth Facility.

This contract can be terminated by either party giving thirty (30) days written notice to the other.

10/12/2010
Date


Dr. Adedoyin Dosunmu-Ogunbi

Date

Bruce R. Howell
Juvenile Court Administrator

Date

Elton Dean Sr., Chairman
Montgomery County Commission

MONTGOMERY COUNTY YOUTH FACILITY

DUTIES FOR THE DOCTOR

(Revised 10/01/2010)

The position of Doctor/Designated Health Authority at the Montgomery County Youth Facility is under a personal services contract:

THE DUTIES OF THE DOCTOR ARE:

To assess medical problems of youth detained in the Montgomery County Youth Facility and advise staff on how to address medical problems noted and to provide follow up.

To issue and order prescriptions as deemed needed. Where possible, use medications on hand and generic brands. Assist in the ordering of medical supplies where needed.

To screen all medications to be administered to youth in custody.

To hold "sick call" for detained youth.

To conduct medical education training, or have nurse, for detainees and staff.

To keep accurate medical records of youth as required.

To assist in file and documentation as needed/required for licensure..

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted in the Montgomery County Youth Facility

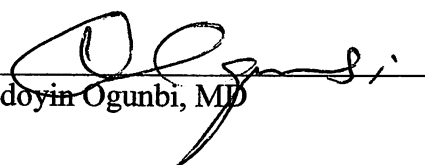
To submit medical records to the Montgomery County officials on detained youth.

To sign off on or confirm the practices of the nurse and sign off on their duties..

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To keep current written standing or direct / post orders for staff or assistants

10/22/10
Date


Dr. Adedoyin Ogunbi, MD

MONTGOMERY COUNTY YOUTH FACILITY

DUTIES FOR The NURSE

(Revised 10/01/2010)

The position of Doctor/Designated Health Authority at the Montgomery County Youth Facility is under a personal services contract:

THE DUTIES OF THE NURSE ARE:

To assess medical problems of youth detained in the Montgomery County Youth Facility and advise staff on how to address medical problems noted and to provide follow up.

To issue and order prescriptions as deemed needed and authorized by the contract doctor. Where possible, use medications on hand and generic brands.

To screen all medications to be administered to youth in custody.

To hold "sick call" for detained youth.

To conduct medical education training for detainees and staff.

To keep accurate medical records of youth as required.

To assist in the ordering of medical supplies for the medical program.

To be available on-call for medical consultation in emergency situations.

To perform medical histories for all detained youth admitted in the Montgomery County Youth Facility

To submit medical records on the on detained youth for files

To keep current appropriate state and federal licensure, certification, or registration requirements and restrictions applicable to personnel who provide health care services to juveniles and to provide the same for the files.

To follow current written standing or direct / post orders authorized by the contract doctor and to practice within the limits of applicable laws and regulations.

Date 10/26/10

Date 10/22/10

DeLoise I. Jones

Dr. Adedoyin Ogunbi, MD

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to AUTAUGA COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) AUTAUGA COUNTY will delegate to Montgomery County the sum allocated by the Alabama Department of Youth Services for ONE such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and AUTAUGA COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) **MONTGOMERY COUNTY** covenants and agrees to contact the duly authorized representative of **AUTAUGA COUNTY** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **AUTAUGA COUNTY** will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **AUTAUGA COUNTY** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) **Montgomery County** Does not accept liability for injury to any of the juveniles housed at the Youth Facility; **AUTAUGA COUNTY** covenants and agrees to hold harmless and indemnify **Montgomery County**, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of **Montgomery County**. **AUTAUGA COUNTY** agrees that it shall maintain liability insurance for such injuries and cause **Montgomery County** to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by **COUNTY** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **AUTAUGA COUNTY** is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) **AUTAUGA COUNTY** will hold **Montgomery County** harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **AUTAUGA COUNTY**, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between **AUTAUGA COUNTY** and **Montgomery County**, then said **AUTAUGA COUNTY** agrees to have said dispute heard before a court of competent jurisdiction in

Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the 22nd day of November, 2010 by the chairman of its County Commission and its Administrator and Montgomery COUNTY has caused this instrument to be executed by the Chairman of its Commission on the 12 day of October, 2010.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

AUTAUGA COUNTY


ADMINISTRATOR/CLERK/
TREASURER


ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

(1) The said Montgomery County covenants and agrees to guarantee a second bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.

(2) **Autauga County** will pay to Montgomery County the sum of \$25,000 for one guaranteed beds. Payments of \$ 6,250.00 are to be made at the beginning of each quarter.

(3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

(4) Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

(5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

(6) Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

(7) All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.

(8) The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.

(9) **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.

(10) If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

(11) This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the 22nd day of November, 2010 by the chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the Chairman of its Commission on the 12th day of October, 2010.

ATTEST

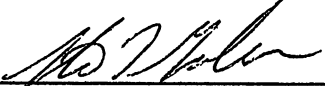
MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

AUTAUGA COUNTY



ADMINISTRATOR/CLERK/
TREASURER



ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to Butler COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) Butler COUNTY will pay to Montgomery County the sum of Seventy-five and No/100 Dollars (\$75.00) per day for each such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and Butler COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Butler COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) **MONTGOMERY COUNTY** covenants and agrees to contact the duly authorized representative of Butler COUNTY in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of

Butler COUNTY will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Butler COUNTY will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) **Montgomery County** Does not accept liability for injury to any of the juveniles housed at the Youth Facility; Butler COUNTY covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Butler COUNTY agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by COUNTY shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Butler COUNTY is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) Butler COUNTY will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Butler COUNTY, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between Butler COUNTY and Montgomery County, then said Butler COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the 22nd day of November, 2010 by the chairman of its County Commission and its Administrator and Butler COUNTY has caused this instrument to be executed by the Chairman of its Commission on the 12th day of October, 2010.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

Butler COUNTY

Diane K. [Signature]
ADMINISTRATOR/CLERK/
TREASURER

Jesse McWilliam
ITS CHAIRMAN

DIANE KILPATRICK
ADMINISTRATOR

JESSE F. MCWILLIAMS, III
CHAIRMAN

COMMISSIONERS
JERRY HARTIN, DISTRICT 1
JESSE F. MCWILLIAMS, III, DISTRICT 2
FRANK A. HICKMAN, DISTRICT 3
JIMMY L. CRUM, DISTRICT 4
LYNN H. WATSON, DISTRICT 5

DENNIS MCCALL
COUNTY ENGINEER

BUTLER COUNTY COMMISSION

202 PATSALIGA ST
P.O. BOX 756
GREENVILLE, ALABAMA 36037
(334) 382-3612 Phone
(334) 382-3506 Fax
e-mail butlercc@alaweb.com

October 12, 2010

Mr. Michael Provitt, Detention Director
Montgomery County Juvenile Division
P.O. Box 9219
Montgomery, Alabama 36108-0219

re: **FY 2010-2011 Alabama DYS - Long Term Subsidy Contract**

Dear Mr. Provitt:

Enclosed is Butler County's executed contract & agreement with Montgomery County and Alabama DYS for Long Term Subsidy Contract naming the Montgomery County Youth facility as the detention center to receive the funds. This contract was number 2 on our agenda for the October Commission Meeting, which was held on Tuesday, October 12, 2010.

The Chairman asked for a motion to approve this contract. "Commissioner Frank Hickman made a motion to approve the contract with the Montgomery County Youth Facility, motion was seconded by Commissioner Jimmy Crum and was approved by unanimous vote of the commission."

Please return a fully executed copy to me for our files once the executive director and your legal counsel have signed the contract.

Should you require anything further, please do not hesitate to call me.

Sincerely,



Diane Kilpatrick, County Administrator
Butler County Commission

/dk

encs

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to Elmore COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) Elmore COUNTY will pay to Montgomery County the sum of Seventy-five and No/100 Dollars (\$75.00) per day for each such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and Elmore COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Elmore COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) MONTGOMERY COUNTY covenants and agrees to contact the duly authorized representative of Elmore COUNTY in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Elmore COUNTY will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Elmore COUNTY will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) Montgomery County Does not accept liability for injury to any of the juveniles housed at the Youth Facility; Elmore COUNTY covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Elmore COUNTY agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by COUNTY shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Elmore COUNTY is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) Elmore COUNTY will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Elmore COUNTY, and they will assume responsibility for payment to the provider of said services.

(11) This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the 22nd day of November, 2010 by the chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the Chairman of its County Commission
On the 27th day of September, 2010.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

IT'S CHAIRMAN

ATTEST

ELMORE COUNTY


ADMINISTRATOR/CLERK/
TREASURER


IT'S CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

(1) The said Montgomery County covenants and agrees to guarantee a second and third bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.

(2) **Elmore County** will pay to Montgomery County the sum of \$ 50, 000.00 for this second and third guaranteed bed. Payments of \$ 12, 500.00 are to be made at the beginning of each quarter (October, January, April, and July).

(3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

(4) Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

(5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

(6) Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

(7) All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.

(8) The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.

(9) **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.

(10) If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

10) If any dispute arises between Elmore COUNTY and Montgomery County, then said Elmore COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the 22nd day of November, 2010 by the chairman of its County Commission and its Administrator and Elmore COUNTY has caused this instrument to be executed by the Chairman of its County Commission on the 27th day of September, 2010.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

ELMORE COUNTY

[Signature]
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

WHEREAS, LOWNDES COUNTY, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility;

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

1) The said Montgomery County covenants and agrees that one detention bed , it will make available to LOWNDES COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.

2) LOWNDES COUNTY will select as the detention center of its choice as the Montgomery County Youth Facility and sign it's Long Term Detention Subsidy Contract with the Alabama Department of Youth Services which authorizes the Alabama Department of Youth to pay Montgomery County Commission eighteen thousand four hundred fourteen dollars (\$18,414)

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and LOWNDES COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. LOWNDES COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) **MONTGOMERY COUNTY** covenants and agrees to contact the duly authorized representative of **LOWNDES COUNTY** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **LOWNDES COUNTY** will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children on Wednesdays, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **LOWNDES COUNTY** will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) **Montgomery County** Does not accept liability for injury to any of the juveniles housed at the Youth Facility; **LOWNDES COUNTY** covenants and agrees to hold harmless and indemnify **Montgomery County**, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of **Montgomery County**. **LOWNDES COUNTY** agrees that it shall maintain liability insurance for such injuries and cause **Montgomery County** to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by **COUNTY** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **LOWNDES COUNTY** is to contact the Youth Facility prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined by the **Lowndes County Court**. Releases from detention will require Court authorization.

9) **LOWNDES COUNTY** will hold **Montgomery County** harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **LOWNDES COUNTY**, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between **LOWNDES COUNTY** and **Montgomery County**, then said **LOWNDES COUNTY** agrees to have said dispute heard before a court of competent jurisdiction in

Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the 22 day of November, 2010 by the chairman of its County Commission and its Administrator and Lowndes COUNTY has caused this instrument to be executed by the Chairman of its Commission on the 20th day of September, 2010.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

ITS CHAIRMAN

ATTEST

LOWNDES COUNTY


ADMINISTRATOR/CLERK/
TREASURER


ITS CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1) The said Montgomery County covenants and agrees that on a space available basis, it will make available to Monroe COUNTY, housing for juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility. The availability of space shall be determined solely by officials of the Youth Facility.

2) Monroe COUNTY will pay to Montgomery County the sum of Seventy-five and No/100 Dollars (\$75.00) per day for each such juvenile housed.

3) Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles housed in the Youth Facility, and Monroe COUNTY covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. Monroe COUNTY is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.

4) **MONTGOMERY COUNTY** covenants and agrees to contact the duly authorized representative of Monroe COUNTY in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of Monroe COUNTY will have authority and privilege to counsel with and visit any juvenile being held at the Youth Facility from their county, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

5) In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, Monroe COUNTY will be notified and shall take said juvenile back into its custody as soon as practicable but in no case exceed 24 hours after notification. Retarded or seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Juveniles addicted to drugs and pregnant females will not be accepted.

6) **Montgomery County Does not accept liability for injury to any of the juveniles housed at the Youth Facility;** Monroe COUNTY covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. Monroe COUNTY agrees that it shall maintain liability insurance for such injuries and cause Montgomery County to be co-insured thereon.

7) All juveniles housed at the Youth Facility and forwarded by COUNTY shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. Monroe COUNTY is to contact the Youth Facility for the availability of space prior to presenting a juvenile for detention.

8) The number of days in detention shall be defined to include the day a youth is received but will not include the day the youth is released.

9) Monroe COUNTY will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to Monroe COUNTY, and they will assume responsibility for payment to the provider of said services.

10) If any dispute arises between Monroe COUNTY and Montgomery County, then said Monroe COUNTY agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

11) This contract shall be for a period of one (1) year except it shall be void upon ten (10) days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this, the 22nd day of November, 2010 by the chairman of its County Commission and its Administrator and Monroe COUNTY has caused this instrument to be executed by the Chairmain of its Commission on the 28th day of September, 2010.

ATTEST

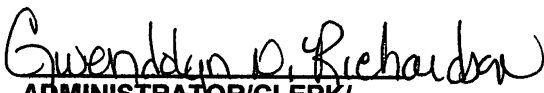
MONTGOMERY COUNTY

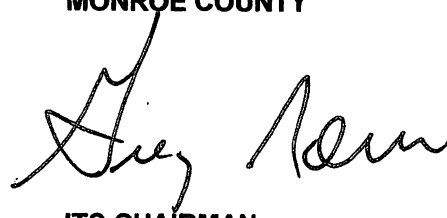
ADMINISTRATOR

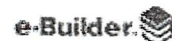
ITS CHAIRMAN

ATTEST

MONROE COUNTY


ADMINISTRATOR/CLERK/
TREASURER


ITS CHAIRMAN

MCC - Family Justice Center @ 530 So. Lawrence**Transmittal - Workflow : 7**

Subject: FJC_Contract Change Order #1, Material Invoice Summary #4 & #5
Author: Megan Proctor **Held By:** Megan Proctor
Date Created: 11.02.2010 02:24pm **Date Due:** 11.09.2010 02:00pm

To: Montgomery County Commission
Address: 101 S. Lawrence Street
Montgomery, AL 36104
Attention: Mrs. Pat Silas

Document Due: 11.09.2010
We are sending: Change Order, Other
If Other: Material Invoice Summary #4 & #5 and Contract Change Order #1
Submitted for: Approval, Payment
Sent Via: Attached
Action Taken: Approved
Copies: 1
Status: Pending
Remarks: TCU has reviewed the attached Material Invoices and recommends payment. Please also see Contract Change Order #1 and upon your approval, please sign and return to TCU.
Attachment: FJC_Contract Change Order #1.pdf
Attached Files: FJC_Material Invoice #4.pdf
FJC_Material Invoice #5.pdf

Form Created **To:** Megan Proctor
11.02.2010 02:24pm **cc:**

CONTRACT CHANGE ORDER

Change Order No. 1 Date 11/1/10 B.C.No. N/A

TO: (Contractor)

David Armster General Contractors
1311 E. South Blvd.
Montgomery, AL 36116

PROJECT:

Family Justice Center
530 S. Lawrence Street
Montgomery, AL 36104

TERMS: You are hereby authorized, subject to the provisions of your Contract for this project, to make the following changes thereto in accordance with your proposal(s) dated

FURNISH the necessary labor, materials, and equipment to (Description of work to be done or changes to be made.)
Deduct Owner Purchased Materials (See Attached) (\$41,316.44)
Deduct Sales Tax on Owner Purchased Materials (See Attached) (\$4,131.64)
Deduct for Actual Costs below Allowance Amounts (See Attached) (\$8,007.62)

ORIGINAL CONTRACT SUM \$ 109,567.00

NET TOTAL OF PREVIOUS CHANGE ORDERS \$ 0.00

PREVIOUS REVISED CONTRACT SUM \$ 109,567.00

THIS CHANGE ORDER WILL ☐ INCREASE ☐ DECREASE
THE CONTRACT SUM BY \$ 53,455.70

REVISED CONTRACT SUM, INCLUDING THIS CHANGE ORDER \$ 56,111.30

EXTENSION OF TIME resulting from this Change Order N/A (Insert "None" or No. of days)

The Owner does hereby certify that this Change Order was executed in accordance with the provisions of Title 39, Code of Alabama, 1975, as amended.

CONSENT OF SURETY

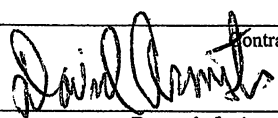
CONTRACTING PARTIES

(Company)

By _____
(Attach current Power of Attorney)

RECOMMENDED

By _____
Architect

By  Contractor
Name & Title David Armster, President

Montgomery County Commission
(Awarding Authority)

By _____
Name & Title Elton Dean, Chairman

Montgomery County Commission
Family Justice Center One Place
Owner Paid Invoice and Sales Tax Tracking Sheet

Vendor	Material	Date Rec'd by TCU	Invoice No.	Invoice Amt	Sales Tax
Ace Supply	CeilingTile	9/14/2010	1287916-00	\$ 2,492.80	\$ 249.28
Ace Supply	Ceiling Grid	9/14/2010	1287980-00	\$ 45.60	\$ 4.56
Ace Supply	Sheet Rock	9/14/2010	1287890-00	\$ 329.30	\$ 32.93
New Look Décor.	Paint	9/16/2010	288753	\$ 446.79	\$ 44.68
					\$ -
Marshall Lumber	Lumber	9/23/2010	1526310	\$ 11.40	\$ 1.14
Marshall Lumber	Lumber	9/23/2010	1695092	\$ 137.76	\$ 13.78
Marshall Lumber	Lumber	9/23/2010	1925100	\$ 735.19	\$ 73.52
Marshall Lumber	Lumber	9/23/2010	1925776	\$ 140.89	\$ 14.09
Marshall Lumber	Lumber	9/23/2010	1928100	\$ 6.48	\$ 0.65
					\$ -
Southern Sash	Windows	9/23/2010	162550	\$ 7,967.00	\$ 796.70
Southern Sash	Windows	9/23/2010	162551	\$ 105.00	\$ 10.50
					\$ -
Jenkins Brick	Brick & Mortar	9/23/2010	85165410	\$ 1,531.25	\$ 153.13
Jenkins Brick	Brick & Mortar	9/23/2010	85165677	\$ 70.00	\$ 7.00
Jenkins Brick	Brick & Mortar	9/23/2010	85165705	\$ 168.13	\$ 16.81
Jenkins Brick	Brick & Mortar	9/23/2010	85165716	\$ 20.00	\$ 2.00
					\$ -
New Look Décor.	Paint	9/23/2010	288881	\$ 55.98	\$ 5.60
					\$ -
R&R Supply	Lights & Elec.	9/23/2010	1021593	\$ 78.40	\$ 7.84
R&R Supply	Lights & Elec.	9/23/2010	1021868	\$ 118.19	\$ 11.82
R&R Supply	Lights & Elec.	9/23/2010	1022045	\$ 164.65	\$ 16.47
R&R Supply	Lights & Elec.	9/23/2010	1021867	\$ 6,283.88	\$ 628.39
					\$ -
Ace Supply	Ceiling Tile	9/23/2010	1288035-00	\$ 1,246.40	\$ 124.64
Ace Supply	Ceiling Tile	9/23/2010	1288293-00	\$ 21.78	\$ 2.18
					\$ -
Tuskegee Rdy Mix	Concrete	9/23/2010	34592	\$ 415.00	\$ 41.50
					\$ -
Marshall Lumber	Caulk	10/8/2010	1929830	\$ 59.64	\$ 5.96
					\$ -
Noland Co.	Plumbing Parts	10/8/2010	215682-00	\$ 32.05	\$ 3.21
					\$ -
M&M Electric	Attic Fan	10/8/2010	197746	\$ 63.68	\$ 6.37
					\$ -
Alabama Steel	Flashing	10/8/2010	219520	\$ 546.60	\$ 54.66
					\$ -
Dosier Farms	SOD	10/8/2010	16362	\$ 170.00	\$ 17.00
Dosier Farms	SOD	10/8/2010	16376	\$ 75.00	\$ 7.50
Dosier Farms	SOD	10/8/2010	16363	\$ 75.00	\$ 7.50
					\$ -
New Look Décor.	caulk/primer	10/8/2010	289862	\$ 5.50	\$ 0.55
New Look Décor.	caulk/primer	10/8/2010	289041	\$ 123.96	\$ 12.40
New Look Décor.	caulk/primer	10/8/2010	289331	\$ 50.62	\$ 5.06
					\$ -

Weiss Flooring	Carpet	10/8/2010	903282	\$ 14,686.00	\$ 1,468.60
					\$ -
Southern Growers	Shrubbery	10/8/2010	85745	\$ 48.00	\$ 4.80
					\$ -
Johnstone Supply	HVAC Matls.	10/8/2010	0643878	\$ 406.96	\$ 40.70
Johnstone Supply	HVAC Matls.	10/8/2010	0643803	\$ 311.50	\$ 31.15
Johnstone Supply	HVAC Matls.	10/8/2010	0644435	\$ 74.28	\$ 7.43
Johnstone Supply	HVAC Matls.	10/8/2010	0643978	\$ 27.85	\$ 2.79
					\$ -
R&R Supply	Electrical Fixtures	10/8/2010	1022135	\$ 7.53	\$ 0.75
R&R Supply	Electrical Fixtures	10/8/2010	1022425	\$ 831.33	\$ 83.13
R&R Supply	Electrical Fixtures	10/8/2010	1022206	\$ 12.84	\$ 1.28
					\$ -
M&M Electric	Attic Fan	10/14/2010	198022	\$ 66.28	\$ 6.63
					\$ -
Al. Whlse. Lumber	Lumber	10/14/2010	11058	\$ 700.63	\$ 70.06
Al. Whlse. Lumber	Lumber	10/14/2010	11065	\$ 31.85	\$ 3.19
Al. Whlse. Lumber	Lumber	10/14/2010	11077	\$ 14.07	\$ 1.41
Al. Whlse. Lumber	Lumber	10/14/2010	11082	\$ 33.25	\$ 3.33
Al. Whlse. Lumber	Lumber	10/14/2010	11098	\$ 138.70	\$ 13.87
					\$ -
BMW	Drywall	11/1/2010	3166038-00	\$ 97.50	\$ 9.75
					\$ -
AL Steel Supply	Flashing	11/1/2010	131185	\$ 33.95	\$ 3.40
					\$ -
					\$ -
					\$ -
Totals				\$ 41,316.44	\$ 4,131.64

T.C.U

Family Justice Center Allowance Credit Tracking

WINDOWS

Window Allowance	\$	10,000.00
Window Cost	\$	8,072.00
Window Credit Owed	\$	1,928.00

CARPET

Carpet Allowance	\$	25,000.00
Carpet Cost	\$	20,621.00
Carpet Credit Owed	\$	4,379.00

Brick

Brick Allowance	\$	3,000.00
Brick Cost	\$	1,299.38
Brick Credit Owed	\$	1,700.62

Total Credit Amount	\$	8,007.62
---------------------	----	----------

NOV 22 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 3

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 11/8/2010
DATE: 11/8/2010 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
Hampstead Institute	001-56701.418	0	5,000	5,000
Misc In-House Appropriations	001-59310.498	95,000	-5,000	90,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		95,000	0	95,000

JUSTIFICATION:
Appropriation to Hampstead Institute for downtown farm development project and related educational workshops for students and community groups.

~~NEW POSITION~~/REALLOCATION REQUEST

DEPARTMENT: Montgomery County Commission

DEPARTMENT HEAD: Donald Mims

PRESENT POSITION: Switchboard Operator

PROPOSED POSITION: Customer Service Clerk

PRESENT PAY GRADE: A02

PROPOSED PAY GRADE: A03

IMMEDIATE SUPERVISOR: Donald Mims

**BRIEF DESCRIPTION OF
PROPOSED DUTIES:**

Work includes the receipt and recording of cash, checks, and other negotiable instruments in payment of taxes, fees, fines, and other liabilities. Will have frequent contact with the public by phone and through counter duties. Considerable tact and persuasion is required in dealing with citizens who may become distraught or irate. Major work functions will include performing cashier duties, performing data entry functions, assisting customers, performing general clerical duties, researching requests, problems, and complaints and initiating appropriate action, providing administrative support to supervisors, preparing and editing correspondence, reports and other documents, organizing and recording data, maintaining filing systems and processing incoming/outgoing mail.

Minimum Qualifications: High school diploma or GED equivalent and one year of face to face public contact experience that includes receiving cash and/or negotiable instruments; or an equivalent combination of education and experience. A typing proficiency from an Alabama state-operated career center is required.

**PROPOSED
MINIMUM QUALIFICATIONS:**

Appointing Authority/Department Head

Date _____

Funding Authority

Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Commission

DEPARTMENT HEAD: Donald Mims

SUPERVISOR: _____

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

1. Position Title Customer Service Clerk

Position Number 200016001

Proposed Effective Date 11/15/2010

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A03- Pay step to be based on City and County of Montgomery
Personnel Board Rules and Regulations Rule VI, Section 10(a)
Promotions

Department Head Date _____

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

NOV 22 2010

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: D. T. Marshall, Sheriff
 SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 112

Proposed Effective Date October 18, 2010

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall
 Department Head *DM*

Date October 7, 2010

2. Administrative Review

- () Approved
 () Disapproved

 Funding Authority

3. Certification

Promotional _____ Candidates
 Open-Competitive _____ Candidates
 Transfer _____ Candidates

 Personnel Director

Date _____

4. Selectee:

 Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

NOV 22 2010

ORIGINAL

POSITION FILL REQUEST

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

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 148

Proposed Effective Date November 1, 2010

Type of Appointment (☒) Permanent (☐) Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$28,393 PCT
Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Date October 18, 2010

Department Head *TH*

2. Administrative Review

(☐) Approved
(☐) Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director _____

4. Selectee:

Date _____

Appointing Authority _____

5. (☐) Manpower data entered by _____

Date _____

(☐) Payroll entered by _____

Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

NOV 22 2010

Request # 5

Date: November 10, 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, AL

Departure Date: December 13, 2010

Return Date: December 17, 2010

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Microsoft Course 6432 -- Managing and Maintaining Windows Server 2008
Active Directory Servers (advanced class)

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

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$560.00

Advance Registration Required: _____

Department Name: Information Systems

Fund Name: General Fund

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

No registration fee - using training vouchers from Microsoft agreement

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 11/22/10 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:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$3,640.00</u>	
Budget Available:	<u>\$21,360.00</u>	
Current Requests:	<u>\$560.00</u>	
Budget Balance:	<u>\$20,800.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/15/2010

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Date: November 10, 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, AL

Departure Date: December 6, 2010

Return Date: December 10, 2010

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Fundamentlas of Microsoft Server 2008 Active Directory (Specialized course)

Traveler (s) Name: 1. Michael Nummy 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐

Commercial Air

☐

Private Vehicle

☒

Other (Specify)

☐

Total (est.) Cost: \$560.00

Advance Registration Required: _____

Department Name: Information Systems

Fund Name: General Fund

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

No registration fee - using training vouchers from Microsoft agreement

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 11/22/10 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:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$3,640.00</u>	
Budget Available:	<u>\$21,360.00</u>	
Current Requests:	<u>\$1,120.00</u>	
Budget Balance:	<u>\$20,240.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/15/2010

cc: Finance Director / Buyer

17-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: November 16, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: December 7, 2010 Return Date: December 8, 2010
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Identifying and Seizing Electronic Evidence

Traveler (s) Name: 1. Corporal Wesley Richerson 4. Corporal David Talley
2. Corporal Frederick Johnson 5. Corporal Kenneth Gordon
3. _____ 6. _____

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

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

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

Additional Comments: There will be no expenses involved in this training.

Richerson & Talley will go to Birmingham on 12/7/10.

Johnson & Gordon will go to Birmingham on 12/8/10.

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

The above request is app. 11/22/10 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>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$7,096.30</u>
Budget Available:	<u>\$12,903.70</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$12,903.70</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/16/2010

cc: Finance Director / Buyer

17-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: November 9, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Columbiana, AL
Departure Date: December 2, 2010 Return Date: December 2, 2010
Conference Leave (Days / Hours): 6 Hours
Purpose of Travel: to attend Public Personnel Administrators Conference

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: \$66.00 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - 66.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 11/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$66.00 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>\$466.20</u>
Budget Available:	<u>\$15,533.80</u>
Current Requests:	<u>\$66.00</u>
Budget Balance:	<u>\$15,467.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/9/2010

cc: Finance Director / Buyer

17-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: November 17, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 26, 2011 Return Date: January 28, 2011
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA 2011 Winter Conference

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: \$837.00 Advance Registration Required: \$200.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - \$112.00; Registration - \$200.00; Hotel - \$300.00; Meals- 225.00

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

The above request is app. 11/22/10 reimbursement of actual and necessary expenses in the
approximate amount of \$837.00 and advance registration of \$200.00 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>\$532.20</u>
Budget Available:	<u>\$15,467.80</u>
Current Requests:	<u>\$837.00</u>
Budget Balance:	<u>\$14,630.80</u>

Donald L. Mims, Administrator



Reviewed by: B. Green

Date: 11/18/2010

cc: Finance Director / Buyer

17.5

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement ("Agreement") is entered into this _____ day of November 2010, by and between the **Montgomery County Commission ("MCC")**, **Bell & Associates Construction, L.P. ("BELL")**, **TCU Consulting Services, LLC ("TCU")** and **Goodwyn, Mills & Cawood, Inc. ("GMC")** (hereinafter collectively referred to as the "Parties").

WHEREAS, BELL and MCC entered into a lump sum contract dated October 16, 2006 (the "Contract") for the construction of the Montgomery County Detention Center located in Montgomery, Alabama (hereinafter the "Project"); and

WHEREAS, MCC and GMC entered into a contract whereby GMC agreed to serve as the Architect of Record for the Project; and

WHEREAS, MCC and TCU entered into a contract whereby TCU agreed to serve as the Program Manager for the Project; and

WHEREAS, during Project performance and thereafter disputes arose among the parties regarding the Project; and

WHEREAS, MCC and BELL are parties to certain arbitration proceedings administered and managed by the American Arbitration Association, under the case style, Bell & Associates Construction, L.P. v. Montgomery County Commission, Case No. 30 110 Y 01031 08 ("the Arbitration"); and

WHEREAS, the Parties wish to resolve permanently any and all disputes related to the Project that exist or may exist between them on a no-fault basis without any admission of liability on the part of the Parties, including but not limited to all claims asserted or claims that should or could have been asserted in the Arbitration or through litigation and all claims the

parties should or could have reasonably been aware of at the time of this Agreement arising out of or relating to the Project;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Non-Admission.** This Agreement is a compromise of disputed claims and allegations. It is not and shall not be construed as an admission by any party of any liability or lack thereof, nor of any violation of the rights of either party by any other, nor of the truth of any allegations made in the Arbitration. The Parties stipulate and agree this Agreement is entered for the purpose of avoiding the time, expense and uncertainties of litigation and/or arbitration.

2. **Final Payment and Closeout Documents.** MCC agrees to pay Bell \$66,807.56 (the "Unpaid Balance"), to be paid within 7 days following execution of this Agreement.

3. **Mutual Releases.** MCC, BELL, GMC and TCU, each for itself, its members, employees, directors, officers, agents, attorneys, affiliates, successors and assigns, hereby releases, acquits and forever discharges each and all other parties, and each of their respective employees, directors, officers, agents, attorneys, affiliates, sureties, insurers, successors, heirs and assigns, from any claim, demand, cause of action, loss or liability, of whatever type, asserted or which might have been or should have been asserted in the Arbitration or in litigation or otherwise arising out of or in any way related to the Project; provided, however, notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to or shall be interpreted to waive or release any claims, rights or defenses of any party hereto, including that party's employees, directors, officers, agents, attorneys, affiliates, sureties, insurers, successors, heirs and assigns, with respect to (1) any warranty obligations under the Contract that have not

expired under the terms and conditions of the Contract, which warranties shall remain in full force and effect and shall survive the execution of this Agreement, or with respect to (2) any claims that may arise in the future that are a result of latent defects in the Work (labor or materials) or latent defects in the design of the Project.

4. **Binding Effect.** This Agreement and the releases and covenants contained herein shall be binding upon and shall inure to the benefit of the Parties themselves, as well as their respective shareholders, directors, officers, agents, employees, attorneys, successors, and assigns.

5. **Severability.** This Agreement shall be considered severable, such that if any provision or part of it is ever held invalid under any law or ruling by a court of competent jurisdiction, that provision or part shall remain in full force and effect to the extent allowed by law, and all other provisions or parts of this Agreement shall remain in full force and effect.

6. **Choice of Law.** This Agreement shall be construed in accordance with the laws of Alabama.

7. **Complete Agreement.** No promises or representations were or are made which do not appear written in this Agreement. This Agreement contains the entire agreement between the Parties and may only be modified or amended by a written agreement signed by all of the Parties. None of the Parties are relying on any representation or promise that does not appear in this Agreement. The Parties acknowledge that this Agreement was reviewed by counsel for all Parties, and that the Agreement shall be deemed drafted by all Parties.

8. **Voluntariness.** Each Party hereby agrees that he has read and understands the foregoing Agreement, and each Party affixes his signature hereto voluntarily and without coercion. The Parties acknowledge that they have had an opportunity to consult with all necessary advisors, including accountants and tax planners, as well as the attorney of their own

choice concerning the waivers contained in and the terms of this Agreement, and that the waivers made and the terms they have agreed to herein are knowing, conscious and with full appreciation that they are forever foreclosed from pursuing any of the rights so waived.

9. **Representation of Authority to Settle.** The individuals signing this Agreement on behalf of the Parties represent and affirm he or she has the requisite authority to execute this Agreement.

10. **Execution by Counterparts.** The Parties agree that this Agreement may be executed in counterparts, each of which shall be as valid and binding as the original.

WITNESS, the following signatures as of the dates below written.

Dated: _____, 2010

MONTGOMERY COUNTY COMMISSION

By: _____

Title: _____

Dated: 11-12, 2010

BELL & ASSOCIATES CONSTRUCTION, L.P.

By:  _____

Title: PRESIDENT

Dated: _____, 2010

TCU CONSULTING SERVICES, LLC

By: _____

Title: _____

Dated: 11/16/10, 2010

GOODWYN, MILLS & CAWOOD, INC.

By: *John Cawood*

Title: *President*

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702

PAGE ONE OF ONE PAGES

TO OWNER:
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102-1667

FROM CONTRACTOR:
Bell & Associates Construction, LP
P. O. Box 363
Brentwood, TN 37064

Project: Montgomery County Detention Facility

APPLICATION NO: 00036
FINAL

Distribution to:
☐ OWNER
☐ CONSTRUCTION
☐ MANAGER
☐ ARCHITECT
☐ CONTRACTOR

PERIOD TO: 08/20/10
PROJECT NO: 206054

VIA ARCHITECT: Goodwyn, Mills & Cawood, Inc.
2660 East Chase Lane
Montgomery, AL 36117

CONTRACT DATE: 10/17/2006

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 46,362,000.00
2. Net change by Change Orders	\$ (98,365.74)
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 46,263,634.26
4. TOTAL COMPLETED & STORED TO DATE	\$ 46,263,634.26
4a Less Materials Purchased by Owner	\$ (17,326,393.20)
4b Less Tax Savings To Date	\$ 0.00
4c Till Completed/Stored-Less Matis Purch by Owner	\$ 28,737,241.06
5. RETAINAGE:	
a. % of Contract Line 3	\$ 0.00
b. % of Material Paid by Owner	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00

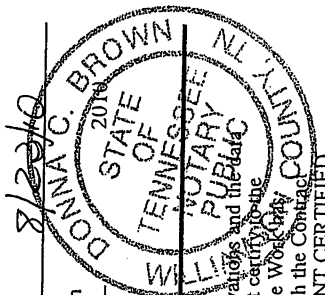
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 28,737,241.06
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 28,670,433.80
8. CURRENT PAYMENT DUE	\$ 66,807.26
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$
Tax Savings TODATE	\$

CHANGE ORDER SUMMARY	ADDITIONS**	DEDUCTIONS*
Total changes approved in previous months by Owner	\$1,408,673.42	(\$217,693.16)
Total approved this Month		(\$1,289,356.00)
TOTALS	\$1,408,673.42	(\$1,507,039.16)
NET CHANGES by Change Order		(\$98,365.74)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bell & Associates Construction, LP

By: Elvis H. Butler, Jr. Date: 8/20/10
Elvis H. Butler, Jr., Senior Vice President
State of: Tennessee County of: Williamson
Subscribed and sworn to before me this 20th of August
Notary Public: Donna C. Brown
My Commission expires: August 12, 2012



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and information comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)
\$ 66,807.26
ARCHITECT: Goodwyn, Mills and Cawood, Inc.
By: [Signature] Date: 9/1/2010

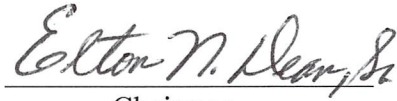
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, December 06, 2010, at 8:00 in the morning.



Administrator



Chairman