

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
SEPTEMBER 27, 2010

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY W. HAYNES KELLEY, JR., P.E., WITH ENVIRONMENTAL-MATERIALS CONSULTANTS, INC.

W. Haynes Kelley, Jr., P.E., with Environmental-Materials Consultants, Inc., briefed the Commission regarding the indoor air quality testing performed in Annex III.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims reviewed items on the agenda.

Administrator Mims informed the Commission that Group Homes will be closing.

DISCUSSION BY THE COMMISSION

Chairman Dean discussed the adoption of a Resolution regarding an increase of privilege tax upon businesses that rent transient lodging within Montgomery County. After discussion, the Commission agreed that the increase should be from \$1.00 per room to \$1.50 per room for each day or portion of a day.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Lease Agreement with the State of Alabama Board of Pardons & Paroles, which was on the agenda. He stated that the Renewal Option was revised. The Commission agreed to vote on this item in the Formal Session.

DISCUSSION BY THE COMMISSION

Vice Chairman Ingram discussed a request from Probate Judge Reese McKinney, Jr., for an extension of the Professional Services Contract with Marjorie Smith, which was on the agenda.

He asked Director of Elections Trey Granger how much the County would receive back from the City Election this year. Mr. Granger responded that the County would receive approximately \$30,000, which would pay for Ms. Smith's contract. Mr. Granger informed the Commission that the Elections Center currently has three permanent employees.

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$103.50 miscellaneous appropriation to Empowering Communities Helping Ourselves (ECHO), for Program Services from his account. The Commission agreed to waive rules and add this appropriation to the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR JOHN MAROVICH WITH NAVISTAR LPGA CLASSIC

Executive Director John Marovich, with Navistar LPGA Classic, briefed the Commission regarding the 2010 Navistar LPGA Classic Tournament. Administrator Mims stated that the Commission appropriated \$5,000 last year from Contract Services to the Chamber of Commerce. Commissioner Wilson recommended that an appropriation be made through the Central Alabama Sports Commission for this event. The Commission agreed to discuss this matter later in the work session.

PRESENTATION BY SHERIFF D.T. MARSHALL

Sheriff D.T. Marshall briefed the Commission regarding a maintenance contract proposal from Norment Security Group for the jail. Sheriff Marshall stated that he would like for the Commission to pay for this service. Vice Chairman Ingram recommended that this matter be ironed out and then presented for discussion at the next meeting. Chairman Dean asked that Administrator Mims and Deputy Administrator Mitchell work the issue.

Sheriff Marshall discussed the budget for the Emergency Management Communications District Board. After discussion by the Commission, Administrator Mims stated that he would modify the budget when it was presented at the Special Call Meeting of the Emergency Management Communications District Board.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented Budget Change Request Numbers 4 and 4 from Community Corrections, Budget Change Request Number 1 from County Commission, Budget Change Request Numbers 27, 28, 29 and 30 from County Commission Appropriations, Budget Change Request Number 1 from Finance and Budget Change Request Number 2 from Information Systems. After discussion, the Commission agreed to waive rules and add these Budget Changes to the agenda.

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

Revenue Commissioner Janet Buskey discussed a proposal letter submitted by MS Govern in which they are proposing a week long on-site evaluation for a fee of \$9,000. Ms. Buskey stated that she does not recommend paying the \$9,000; she suggested that MS Govern evaluate the County's list of issue and concerns, and then determine whether or not they can be fixed.

Bill Bass with the Alabama Department of Revenue stated that if MS Govern could fix the problems in a timely and economical matter, then it would be acceptable.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake advised the Commission that the contractor is scheduled to begin work on the Meriwether Road resurfacing project this week. Furthermore, work is continuing on preparation of construction plans for resurfacing Meriwether Trail from Grady to Lapine. Proposed future MPO projects include the resurfacing of West Old Hayneville, Wallahatchie, and Vaughn Roads.

Additionally, in a discussion with Mr. Speake, Attorney Gallion mentioned that the County would continue to hold final payment on the Snowdown Park project until the contractor's representatives reach an agreement on the final quantities for the project.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Vice Chairman Ingram inquired as to whether the Temperature Policy, which is on the agenda, is the same as that of the State of Alabama. Risk Manager Scott Kramer stated that the two policies are not the same and explained the differences in them. Mr. Kramer stated that the majority of the thermostats in the County buildings are controlled by a computer.

Mr. Kramer briefed the Commission regarding a contract renewal with QCHC, Inc. He stated that the County had negotiated a lower cost for this service. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY MICHAEL LONDON, PARTNERSHIP SPECIALIST WITH CENSUS
2010

Michael London, Partnership Specialist with Census 2010, updated the Commission regarding the 2010 Census. Mr. London presented appreciation plaques to each Commissioner, Risk Manager Scott Kramer and Risk Control Administrator Judy Singley, who was not in attendance.

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 Wilson.

The Pledge of Allegiance was led by Chairman Dean.

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

Mr. Polizos made a motion to approve the Minutes of the Regular Meeting of September 13, 2010. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

CONSENT AGENDA

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

Vice Chairman Ingram made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

PRESENTATION

Risk Manager Scott Kramer presented information regarding the 2010-2011 River Region United Way Campaign and stated that the fundraising goal for this year included a 10% increase from the previous year. He requested that elected officials and department heads encourage their employees to donate to the campaign and informed them that he would provide the materials necessary to donate. He reiterated how important it was for all county employees to find a way to give. He then showed the 2010-2011 River Region United Way campaign video, entitled "Find A Way".

Chairman Dean thanked Mr. Kramer, informing the audience that his heart is truly with the United Way campaign. He stated that he has been donating to United Way for 47 years, and he expressed his desire for all county employees to donate to this worthy cause.

NEW BUSINESS

COUNTY COMMISSION – APPROVED 2010-2011 OPERATING BUDGET AND CONSTRUCTION PROGRAMS BUDGET

The Administrator requested approval of the Proposed 2010-2011 Operating Budget and Construction Programs Budget, informing the Commission that there was no provision for merit increases.

The Operating Budget is composed of \$95,658,155 in total appropriations and the Construction Fund Budget is composed of \$917,000 in total appropriations. The Administrator requested modification of the proposed budget and requested that Transfers in From Other Funds in the amount of \$1,900,000 be reduced by \$200,000 which would result in a new amount of \$1,700,000. This \$200,000 adjustment is a reduction in the transfer from the Emergency Management Communications District Board Budget. Also, he requested that the Budgetary Fund Balance in the amount of \$261,877 be increased by \$200,000 which would result in a new amount of \$461,877.

Vice Chairman Ingram made a motion to approve the 2010-2011 Operating Budget and Construction Programs Budget as requested by the Administrator. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of 2010-2011 Operating Budget and Construction Programs Budget, Agenda Pages 1-1 through 1-19, is attached to these Minutes.)

Chairman Dean stated that these are not easy times; he was thankful that there were no furloughs or lay-offs; and that he appreciates the county employees. He thanked County Administrator Mims, Deputy Administrator Mitchell, Finance Director Sherrill Thomas and staff for all their hard work.

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING MONTGOMERY CITY-COUNTY MULTI-HAZARD MITIGATION PLAN

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

September 21, 2010

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Montgomery City / County Natural Hazards Mitigation Plan

I discussed the City / County Natural Hazards Mitigation Plan with the County Commission at the last Information Meeting. I have reviewed the plan and have communicated to the City / County EMA a few minor changes relating to the lead responsibility in Public Safety.

I am requesting that this item be placed on the next agenda for the Commission's consideration of approval in its entirety.

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

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Resolution and Letter, Agenda Pages 2-2 and 2-3, are attached to these Minutes.)

ROLLING HILLS/LAKES VOLUNTEER FIRE DEPARTMENT – APPROVED BOARD MEMBER REAPPOINTMENTS

The Administrator presented the following memorandum:

September 9, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Rolling Hills/Lakes Volunteer Fire Department Board Reappointments

The terms of several board members of the Rolling Hills/Lakes Volunteer Fire Department have expired (see attached list). I contacted Mr. Harvey Bartlett, President of Rolling Hills/Lakes Volunteer Fire Department and he recommended the reappointment of all of the expired members to this Board.

I am requesting that the Commission consider approval of these reappointments.

End of Memorandum

Vice Chairman Ingram made a motion to approve board member reappointments of Harvey Bartlett, Philip Burwell, Alfonso Patterson, Billy Rotton, Jan Wercinski, and Richard Fagan with terms expiring February 28, 2012. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 3-2, is attached to these Minutes.)

MONTGOMERY COUNTY PARKS AND RECREATION – APPROVED BOARD MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

September 22, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Parks and Recreation Board Reappointment

Chairman Willie Jones' term will expire as a board member of the Montgomery County Parks and Recreation Board on December 4, 2010. Chairman Jones is willing to be reappointed to this board.

I am requesting that the Commission consider approval of this reappointment for a 5-year term ending December 4, 2015.

End of Memorandum

Mr. Williams made a motion to approve the board member reappointment of Willie Jones with a term expiring December 4, 2015. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED AUTHORIZATION OF TRANSFER FROM FIDUCIARY FUND TO GENERAL FUND

The Administrator presented the following memorandum from Finance Director Sherrill Thomas:

MEMORANDUM

To: Donnie Mims

From: Sherrill R. Thomas

Date: September 9, 2010

Re: Fiduciary Fund Transfer

The 2010 adopted budget included a \$300,000 transfer to the General Fund from the Fiduciary Fund.

Attached is a listing of the accounts held in the Fiduciary Fund for over ten years as of September 30, 2009. The balance of the accounts is \$379,299. I am requesting to transfer \$300,000 from the Fiduciary Fund to the General Fund as per the 2010 budget.

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Fiduciary Fund Accounts, Agenda Pages 5-2 through 5-8, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MODIFICATION OF THE RESOURCE
CONSERVATION POLICY REGARDING BUILDING TEMPERATURES

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

September 8, 2010

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Energy Conservation Policy & Building Temperatures

The American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) create acceptable ranges of the extreme seasons based on different humidity levels. I would recommend that we modify the County's Resource Conservation Policy to adhere here to these standards by establishing a midpoint (with minimal adjustments) for all County buildings. The majority of the County's air conditioning systems could be administered by Support Services programmatically.

Specifically, the temperatures for the extreme seasons will be as follows:

Summer – Temperature Range of 72 - 77 degrees

Winter – Temperature Range of 68 - 73 degrees

The other seasons would need to be adjusted within these extreme seasons.

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

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.

COUNTY COMMISSION – APPROVED RENEWAL OF LEASE AGREEMENT WITH WANDA HUGHES REGARDING COURTHOUSE CAFE IN ANNEX I

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

September 16, 2010

MEMORANDUM

TO: Montgomery County Commission

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

RE: Lease Agreement with Wanda Hughes, Courthouse Café

Attached is the standard lease agreement the County has had for several years. This agreement is between Wanda Hughes and Montgomery County Commission to renew the lease of space in Annex I. The dates of the lease have changed with the same terms as previous years.

This lease agreement was discussed during the meeting of September 13, 2010. I request the Commission approve the agreement at the September 27, 2010 Commission meeting. Thank you for your careful consideration of this request.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Lease Agreement, Agenda Pages 7-2 through 7-10, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED RENEWAL OF LEASE AGREEMENT WITH STATE OF ALABAMA BOARD OF PARDONS & PAROLES

The Administrator requested approval of renewal of Lease Agreement with State of Alabama Board of Pardons & Paroles.

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Lease Agreement, Agenda Pages 8-1 through 8-5, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED RENEWAL OF SIX (6) E.V.E.N. DOMESTIC VIOLENCE PROGRAM PROFESSIONAL SERVICES CONTRACTS

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

MEMORANDUM

September 22, 2010

TO: Donnie Mims – County Administrator, Montgomery County Commission

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

RE: Commission Agenda Item- September 27th Commission Meeting
Request for Renewal of E.V.E.N. Domestic Violence Program Provider Contracts

Please be advised that six (6) of the E.V.E.N. Domestic Violence Provider contracts expire at the close of the current fiscal year. I am requesting that the E.V.E.N. Professional Services contracts be renewed for an additional year for the following six providers at the same rates as this current fiscal year which is as follows:

Eboni Scott -	\$20.00 per hour
Regina Hall -	\$20.00 per hour
Frederick Madison -	\$25.00 per hour
Joan Williams, Ph.D. -	\$25.00 per hour
Mary Reeves -	\$25.00 per hour
Curtis Gage-	\$25.00 per hour

The contract is essentially the same as the existing contract with the addition of the provision that invoices for payment may be submitted twice per month (rather than monthly) and no special requests for disbursements will be honored.

The MCCPCA Board meets in special called session this Thursday the 23rd of September to consider the proposed EVEN Provider Contracts. I will be able to report to the Commission on the 27th the recommendation of the MCCPCA Board.

The proposed Original Contracts are attached for your review.

Respectfully submitted,

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

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Professional Services Contract, Agenda Pages 9-2 through 9-4, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED CONTRACT WITH THE ALABAMA
DEPARTMENT OF CORRECTIONS FOR JAIL/PRISON DIVERSION OFFENDER
SUPERVISION

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

MEMORANDUM

September 22, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

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

RE: Commission Agenda Item- September 27th Commission Meeting
New Contract with ADOC for Jail/Prison Diversion Offender Supervision

I am requesting that a contract for Jail/Prison Diversion Offender Supervision with the Alabama Department of Corrections be placed on the September 27th Agenda for consideration. Please see attached a copy of the proposed contract and a copy of a favorable opinion from the County Attorney.

Under the direction and guidance of the Montgomery County Community Punishment and Corrections Authority (MCCPCA), the Montgomery County Community Corrections Department prepared an annual Community Corrections Plan which was subsequently approved by the County Commission during its July 28th, 2010 meeting. The approval of annual Community Corrections Plans by the County Commission and Alabama Department of Corrections are mandated for the Community Corrections Department to receive continued State funds for Jail/Prison diversion felons on Community Corrections Supervision.

The attached Original Contract and second copy of the contract offered by the Alabama Department of Corrections reflects the full \$406,000 that was requested for FY 2010-2011 reimbursements for offender Community Corrections offender supervision services for offenders diverted from prison by the Circuit Courts of Montgomery County. Please note that this is an increase in funding of \$36,000 over last fiscal year's funding.

The MCCPCA Board meets in special called session on Thursday the 23rd of September, 2010 to consider approval of the proposed ADOC agreement. I will be able to report to the Commission on the 27th of September the recommendation of the MCCPCA Board.

Respectfully submitted,

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

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Attorney Gallion's Opinion, Letter and Contract, Agenda Pages 10-2 through 10-5, are attached to these Minutes.)

PROBATE JUDGE'S OFFICE/ELECTION CENTER – APPROVED EXTENSION OF PROFESSIONAL SERVICES CONTRACT WITH MARJORIE SMITH FOR IMPROVING THE ACCESSIBILITY OF ELECTIONS TO INDIVIDUALS WITH DISABILITIES

The Administrator presented the following memorandum from Judge Reese McKinney, Jr.:

MEMORANDUM

To: Commissioner Elton Dean

From: Judge Reese McKinney, Jr.

Date: September 7, 2010

CC: Donald Mims, County Administrator

Re: Commission Agenda – Extension of Contract of Marjorie Smith/Election Center

As you are aware, we are conducting the 2010 Special Municipal Election for the City of Montgomery. This relationship has been mutually beneficial for both the City of Montgomery and the citizens of this community. When we conducted the 2009 special City Election, we were able to contract with Marjorie Smith to work with us on a variety of election matters. She has become a vital part of our Election Center and has been instrumental in many of aspects of absentee voting, voter education, interaction with advocacy groups and community outreach. A federal grant allowed us to extend Marjorie's affiliation through December 15th of this year.

During the informal session of the last Commission meeting Trey Granger, our Election Director, apprised each of you of my request to have Marjorie's contract extended using funding from the "grant" or proceeds we receive from the City. We anticipate the 2010 Special City elections to provide enough to extend her contract for one year, and then we will consider additional extensions as we approach the 2011 Municipal Election in August and October of next year. The current contract we have has been approved by you and legal. I ask that you place my request for a one year extension of this contract on the formal agenda of the Commission scheduled for next Monday. This will not require any general fund

allocation and should be viewed as a grant. Since we have appeared before the Commission on this matter, we ask that you place it on the September 13th agenda for a vote of the Commission.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Wilson. Chairman Dean, Mr. Williams and Mr. Wilson voted in favor of the motion. Vice Chairman Ingram and Mr. Polizos voted in opposition and the motion carried. (Copy of Contract, Agenda Pages 11-2 through 11-4, is attached to these Minutes.)

Vice Chairman Ingram stated that the County is under a hiring freeze and that this should be considered part of that hiring freeze.

YOUTH FACILITY – APPROVED CONTRACT AGREEMENT WITH CLEVELAND AVENUE YMCA FOR THE AFTER-SCHOOL PROGRAM FOR AT-RISK YOUTH IN MONTGOMERY COUNTY, FUNDED BY THE ALABAMA DEPARTMENT OF YOUTH SERVICES

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

MEMORANDUM

To: Mr. Donnie Mims

From: Bruce R. Howell

Date: 9/16/2010

Re: YMCA Contract

Please place the attached Contract for the after school program for at-risk youth with The Cleveland Avenue YMCA on the next County Commission formal agenda. This is the contract that is a follow up to the contract on the last agenda with the Alabama Department of Youth Services. They give us the Grant money to contract with the YMCA. This is no cost to the County. Thank you for your consideration in this matter.

End of Memorandum

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

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

September 27, 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:

NC-2010-127: Montgomery County Construction Programs Fund, Number 206, for
Funding Professional Services Contract for Architectural Services –
\$25,000

End of Memorandum

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

C-2010-110: Empowering Communities Helping Ourselves (ECHO), for Program
Services - \$103.50

NC-2010-128: BOE, Pintlala Elementary School, for Smart Boards - \$2,236

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

Commissioner Wilson informed the audience that he will be putting the remainder of his discretionary money back into the general fund in the amount of \$20,800.

SHERIFF’S OFFICE – APPROVED BID AWARD FOR INSTALLATION OF CONCRETE,
FENCE AND CANOPY, BID NUMBER 52110-10B-031

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director of Support Services

DATE: September 22, 2010

RE: Invitation to Bid No. 52110-10B-031, Installation of Concrete, Fence and Canopy

Request approval of award on the above referenced Invitation to Bid to MECO, Inc. for the amount of \$25,771.00; be placed on the agenda for the County Commission meeting on September 27, 2010. (copy of spreadsheet attached)

Coordination of award made with Mr. Tommy Lawrence of TCU Consulting Services, LLC and Mr. John A. Mitchell, Sr., Deputy Administrator. (letter attached)

Your help with this matter is appreciated.

Attachment

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 Letter and Spreadsheet, Agenda Pages 14-2 and 14-3, are attached to these Minutes.)

APPRAISAL DEPARTMENT – DENIED AUTHORIZATION OF CUSTOMER SERVICE CLERK AND RELATED POSITION FILL REQUEST

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

MEMORANDUM

TO: Donnie Mims

FROM: Janet Buskey
Revenue Commissioner

DATE: August 17, 2010

RE: Position Fill Requests

I am requesting to fill the vacant positions of Customer Service Clerk in the Mobile Highway office and Clerk Typist II in our main office. Our Customer Service Clerk position was recently

vacated and the Clerk Typist II is retiring effective September 1, 2010, so these positions are included in our current budget. As you know, the property tax collection season will begin October 1st with the mail out of tax bills and we would like to fill these positions as soon as possible.

Additionally, I would like to request a position of Customer Service Clerk for the Appraisal office. This position would serve as a receptionist for the Appraisal Department. Previously we had a Clerk III working as a receptionist, but she has moved into our Personal Property section due to a shortage in workforce due to retirements. I am currently in the process of re-classifying her position to that of an Appraisal/Mapping Editor.

Please include these requests on the agenda for the August 23, 2010 Commission meeting. If you have any questions, please feel free to contact me.

End of Memorandum

Mr. Williams made a motion to approve the position fill request. The motion was seconded by Chairman Dean. Chairman Dean and Mr. Williams voted in favor of the motion. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in opposition, and the motion was denied. (Copy of Position Fill Request, Agenda Page 15-2, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – DENIED POSITION FILL REQUEST FOR CLERK TYPIST II

The Administrator requested approval of position fill request for Clerk Typist II.

Chairman Dean made a motion to approve the position fill request. The motion was seconded by Mr. Williams. Chairman Dean and Mr. Williams voted in favor of the motion. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in opposition, and the motion was denied. (Copy of Position Fill Request, Agenda Page 16-1, is attached to these Minutes.)

REVENUE COMMISSIONER'S OFFICE – DENIED POSITION FILL REQUEST FOR CUSTOMER SERVICE CLERK

The Administrator requested approval of position fill request for Customer Service Clerk.

Mr. Williams made a motion to approve the position fill request. The motion was seconded by Chairman Dean. Chairman Dean and Mr. Williams voted in favor of the motion. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in opposition, and the motion was denied. (Copy of Position Fill Request, Agenda Page 17-1, is attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE – DENIED POSITION FILL REQUEST FOR LEGAL SUPPORT ASSISTANT

The Administrator presented the following letter from District Attorney Ellen Brooks:

September 20, 2010

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

RE: Legal Support Assistant Position Fill Request

Dear Chairman Dean:

An opening has been created in my office because of the resignation of a Legal Support Assistant. Daryl Bailey and Rhonda Cape spoke to the Commission about this at the information session on September 13.

Last year, we experienced a 31% increase in cases. Coupled with the additional work required by specialty courts like the drug and mental health courts, my staff continues to do more without additional assistance. Our legal support assistants are critical members in our prosecutorial efforts and not approving this position would create an undue hardship.

I ask the Commission to approve this position fill request for a Legal Support Assistant at the Commission meeting on September 27, 2010. The position is in our general fund budget.

Thank you for your favorable consideration in this matter.

Sincerely,

/s/ Eleanor I. Brooks
District Attorney

Cc: Donnie Mims, County Administrator

End of Letter

Mr. Williams made a motion to approve the position fill request. The motion was seconded by Chairman Dean. Chairman Dean and Mr. Williams voted in favor of the motion. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in opposition, and the motion was denied. (Copy of Position Fill Request, Agenda Page 18-2, is attached to these Minutes.)

Vice Chairman Ingram stated that we have to make sacrifices, that we are under a hiring freeze, and we need to find one million dollars.

Chairman Dean stated that the Revenue positions bring in Revenue which solidifies the need to fill the positions. He expressed his appreciation for the State coming in to assist in the absence of a Chief Appraiser.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (10)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Revenue Commissioner's Office	Request Number 1
2. Tax & Audit Department	Request Numbers 1 and 2
3. Information Systems	Request Number 1
4. Sheriff's Office	Request Number 47
5. Youth Facility	Request Number 23
6. Engineering Department	Request Number 11
7. Community Corrections	Request Numbers 15 and 16
8. District Attorney's Office	Request Number 44

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 19-1 through 19-10, are attached to these Minutes.)

OLD BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING AN INCREASE OF PRIVILEGE TAX UPON BUSINESSES THAT RENT TRANSIENT LODGING WITHIN MONTGOMERY COUNTY

The Administrator requested adoption of the following resolution:

RESOLUTION OF THE MONTGOMERY COUNTY COMMISSION

WHEREAS, the Montgomery County Commission on January 3, 2006 adopted a Resolution implementing a privilege tax for lodging at a rate of ONE DOLLAR (\$1.00) per room or lodging for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, the Montgomery County Commission desires to change its privilege tax for lodging from a rate of ONE DOLLAR (\$1.00) per room to ONE DOLLAR AND FIFTY CENTS (\$1.50) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration within Montgomery County;

WHEREAS, pursuant to Alabama Code § 11-3-11.2, the County Commission may, by ordinance or resolution, administer and collect, or contract for the collection of, any local sales and use taxes or other local county taxes levied or authorized to be levied by a general or local act;

WHEREAS, Montgomery County, by and through the Montgomery County Commission as its governing body, is authorized by a local act, Alabama Act No. 1975-89, to levy and collect privilege license taxes, excise taxes, ad valorem taxes, and sales and use taxes;

BE IT THEREFORE RESOLVED that the Montgomery County privilege tax that is levied upon every person engaging in the business of renting transient lodging, specifically the business of renting or furnishing any rooms or lodgings to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms or lodgings are regularly furnished to transients for a consideration within Montgomery County, is hereby changed from ONE DOLLAR (\$1.00) per room to ONE DOLLAR AND FIFTY CENTS (\$1.50) per room for each day or portion of a day such room or lodging is rented or furnished to a transient for consideration.

BE IT FURTHER RESOLVED that said lodging tax shall become effective on December 1, 2010 and that all resulting funds shall be remitted to the Montgomery County Revenue Commissioner's Office by the 20th of each month from thereon. If said funds are not remitted by the 20th of the month, then a penalty of a minimum of \$50 or 10 percent of the tax, whichever is greater, and a late payment of ten percent of the tax due will be assessed.

Done this ____ day of September, 2010.

End of Resolution

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos. Chairman Dean, Mr. Polizos, Mr. Williams, and Mr. Wilson voted in favor of the motion. Vice Chairman Ingram voted in opposition, and the motion carried.

Commissioner Williams informed the audience that this was good for the County, and it will only affect the travelers, not the citizens of Montgomery County.

WAIVED AGENDA RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (9)

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

DEPARTMENT

BUDGET CHANGE REQUESTS

- | | | |
|----|----------------------------------|-----------------------------------|
| 1. | Community Corrections | Request Numbers 4 and 5 |
| 2. | County Commission | Request Number 1 |
| 3. | County Commission Appropriations | Request Numbers 27, 28, 29 and 30 |
| 4. | Finance | Request Number 1 |
| 5. | Information Systems | Request Number 2 |

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 21-1 and 21-9, are attached to these Minutes.)

DETENTION FACILITY – APPROVED CONTRACT RENEWAL WITH QCHC, INC., FOR INMATE MEDICAL SERVICES

The Administrator requested approval of contract renewal with QCHC, Inc., for Inmate Medical Services.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Contract Renewal, Agenda Pages 22-1 through 22-15, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Wilson thanked Risk Manager Scott Kramer for his work on the United Way Campaign. He thanked the department heads and elected officials on their input on the budget.

Vice Chairman Ingram thanked the Sheriff, County Administrator Mims and Public Affairs Director DiDi Henry for what they do. He stated that revenue is still down and that the coming year is going to be tough. He told Risk Manager Scott Kramer that he gave a great presentation. He requested everyone to continue their prayers for Corporal Brown of the City of Montgomery Police Department who was seriously injured in a vehicle accident.

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

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

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

PRESENTATION BY EXECUTIVE DIRECTOR DAVE PETERSON, PRESIDENT TIM BAKER AND VICE PRESIDENT REGINA WALKER WITH ALABAMA RED RIBBON COALITION

Executive Director Dave Peterson, with Alabama Red Ribbon Coalition, briefed the Commission regarding the Annual Red Ribbon Campaign Kickoff to promote the advantages of living a drug-free lifestyle among the youth in Montgomery County. Mr. Peterson requested funding to provide meals and transportation for Montgomery Public School students to participate in the Campaign kickoff. Mr. Peterson introduced Alabama Red Ribbon Coalition President Tim Baker and Vice President Regina Walker. Ms. Walker stated that any funds the Commission can appropriate for this event would be appreciated.

COMMENTS FROM DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks advised the Commission that the Drug Court and Mental Health Court will cease effective immediately due to the lack of employees. Ms. Brooks stated that she has done everything possible to reduce the District Attorney's Office budget, and she asked the Commission to reconsider the Position Fill Request for a Legal Support Assistant, which was on the agenda. Ms. Brooks stated that the District Attorney's Office was considered "Law Enforcement".

Community Corrections Executive Director Paul Brown informed the Commission that if Ms. Brooks discontinues the Drug Court program, it would cut two positions in Community Corrections and the County could lose several thousands of dollars in grant funds.

PRESENTATION BY MIKE DUNN WITH MERCHANT CAPITAL, LLC

Mike Dunn, with Merchant Capital, LLC, briefed the Commission regarding the refunding/refinancing bond issue. Administrator Mims presented a County Government Bond Financing Review Form, developed by the State of Alabama Department of Examiners of Public Accounts, which was adopted pursuant to Act No. 2009-757. Administrator Mims also presented a handout containing a summary which highlighted the details of the refunding and provided answers for items 1 through 16, for the County Government Bond Financing Review Form. The items are attached to these minutes. Administrator Mims requested to place a Resolution and Order Authorizing the Issuance of Montgomery County, Alabama General Obligation Refunding Warrants Series 2010-A on the next agenda and the Commission agreed.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown briefed the Commission regarding a contract with Chemical Addictions Program, Inc., to provide substance abuse treatment services for offenders assigned to the Montgomery County Drug Court, at no cost to the County.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission regarding a Position Fill Request for a Juvenile Detention Officer. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a Third Addendum to the Lease Agreement with East Commerce Development Company, LLC, for the Alabama Extension System Office. He informed the Commission that the current lease expires on October 31, 2010, and recommended that the lease be renewed for one year, with a six month cancellation. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented date changes for November and December County Clean-up Days. He noted that the current dates conflict with the holidays, and this would move the dates up by one week.

Administrator Mims informed the Commission that Grover Carter, Juvenile Detention Office with the Montgomery County Youth Facility, has submitted a Notice of Application for Retirement Allowance.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry reviewed upcoming events. She then briefed the Commission on the cancellation of the next quarterly County/City Joint Issues Breakfast, scheduled for October 1st. She said that Mayor Strange felt that they could discuss any joint issues at the Chamber's monthly Elected Officials Breakfasts. She also noted that the Mayor indicated he would strongly encourage the city council members to attend, and hoped the commission would do the same.

COMMENTS FROM DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks invited the Commission to visit the District Attorney's Office booth at the Alabama National Fair next week.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell informed the Commission that the Montgomery County Health Department is requesting to add barb wire, at their expense, to the back fence of their building to eliminate car break-ins. The Commission had no objections to this request.

COMMENTS FROM COUNTY ATTORNEY THOMAS T. GALLION, III

County Attorney Thomas T. Gallion, III, recommended that the Emergency Management Communications District Board be reconstituted, and the members should be Chairman Elton Dean, Sheriff D.T. Marshall, Chief Deputy Derrick Cunningham, Administrator Mims, Deputy Administrator Mitchell and Information Systems Director Lou Ialacci. After discussion, the Commission agreed to place the reconstitution of this board on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that the City of Montgomery paid \$100,000 last week for their portion of the Family Justice Center building.

Administrator Mims inquired as to whether the Commission would like to hold the contract with Chemical Addictions Program, Inc., due to the possibility that the Drug Court might be discontinued. After discussion, the Commission agreed to place this item on the next Thursday Memo as information.

County Attorney Gallion stated that he gave an opinion that the District Attorney's Office was considered Law Enforcement.

Vice Chairman Ingram asked Ms. Brooks not to do anything drastic regarding Drug Court. He stated that he would reconsider her Position Fill Request for Legal Support Assistant with an open mind.

Ms. Brooks stated that she would like to ask Sara Byard with Central Alabama Regional Planning and Development Commission to assist her in locating more grants.

Due to budget limitations, Revenue Commissioner Janet Buskey stated that she is willing to close the Revenue Commissioner's satellite office on Atlanta Highway and move those employees to the Mobile Highway satellite office or downtown office.

COMMENTS FROM CHAIRMAN DEAN

Chairman Dean stated that the Commission needs to be mindful and needed to vote what is right in their hearts.

Vice Chairman Ingram stated that he appreciated Chairman Dean's leadership

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on September 27, 2010, at 11:23 a.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

Agenda

SEP 27 2010

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-09-10

Check Number	To	Check Number
211151		211183
Total Checks Paid		\$590,544.62

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

09-27-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-17-10

Check Number	To	Check Number
211184		211307
Total Checks Paid		\$509,639.12

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-17-10

Check Number	To	Check Number
211309		211464
Total Checks Paid		\$450,910.44

CHECK #	PAYEE	AMOUNT	DATE
211308	Adams Motorsports	\$143.37	09/17/10

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-24-10

Check Number	To	Check Number
211467		211503
Total Checks Paid		\$108,727.20

CHECK #	PAYEE	AMOUNT	DATE
211465	First Tuskegee Bank	\$700,000.00	09/21/10
211466	Irsik, Robert	\$ 2,015.01	09/21/10

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

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 09-24-10

Check Number	To	Check Number
211505		211519
Total Checks Paid		\$16,518.93

CHECK #	PAYEE	AMOUNT	DATE
211504	Jackie's Automotive Service	\$2,244.24	09/23/10

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
09/24/10

Payroll Check Number	105255	To	Payroll Check Number	105415	\$ 121,164.86
Direct Deposits					\$ 822,258.69
Payroll Check Number	105416	To	Payroll Check Number	105445	\$ 277,613.62
Direct Deposits					\$ 331,115.74
Federal Deposits					\$ 336,521.77
Total Payroll Paid					\$ 1,888,674.68

CHECK #

105254

PAYEE

Employees Retirement System of AL

AMOUNT

\$214,624.83

DATE

09/09/10

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



Montgomery County Commission Montgomery, Alabama

Fiscal Year 2010-2011 Budget



Elton N. Dean, Sr. - Chairman
Reed Ingram - Vice Chairman
Dimitri Polizos - Member
Jiles Williams, Jr. - Member
Ham Wilson, Jr. - Member

Donald L. Mims, CPA, MPA
Administrator

Sherrill Thomas, CPA
Finance Director

1-1

ANNUAL BUDGET 2010-2011

Pursuant to the provision of the code of Alabama 1975, Code Section 11-8-3, the Montgomery County Commission shall, no later than October 1, prepare and adopt a budget for the fiscal year beginning on October 1 of the current calendar year which shall include all of the following: (1) An estimate of the anticipated revenue of the county for all public funds under its supervision and control including all unexpended balances as provided in Section 11-8-6. (2) An estimate of expenditures for county operations and, (3) Appropriations for the respective amounts that are to be used for each of such purposes.

**Donald L. Mims
Administrator
Montgomery County Commission
Montgomery, Alabama**

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 66,519,146	\$ 66,781,023
Emergency Fund	70,000	70,000
Workers' Compensation Fund	369,100	369,100
Health Trust Fund	8,718,000	8,718,000
R.E. Life Ins. Fund	60,050	60,050
Liability Fund	490,500	490,500
Gasoline Tax Fund	8,800,000	8,829,954
Public Buildings/Roads/Bridges Fund	6,320,000	7,900,000
Public Highways & Traffic Fund	421,200	700,000
Capital Improvement	457,000	457,000
RRR Gasoline Tax Fund	1,941,000	2,320,000
Severed Material Tax Fund	511,334	511,334
Appraisal Fund	2,885,870	2,885,870
Merit System Fund	1,118,882	1,275,952
Community Corrections	984,461	984,461
Grant Fund	2,373,195	2,373,195
Special Index Fund	222,500	322,716
G.O. Warrants - 2002 Fund	750,247	750,247
G.O. Warrants - 2007 Fund	3,611,755	3,611,755
Less: Fund transfer elimination	(13,753,002)	(13,753,002)
TOTAL	\$ 92,871,238	\$ 95,658,155
ADD: BUDGETARY FUND BALANCE		
General Fund	261,877	
Gasoline Tax Fund	29,954	
Public Buildings/Roads/Bridges Fund	1,580,000	
Public Highways & Traffic Fund	278,800	
RRR Gasoline Tax Fund	379,000	
Merit System Fund	157,070	
Special Index Fund	100,216	
TOTAL BUDGETARY FUND BALANCE	2,786,917	
PROPOSED BUDGET	\$ 95,658,155	\$ 95,658,155

Funds included in budget:

General Fund
Special Revenue Funds
Debt Service Funds
Special Index Fund

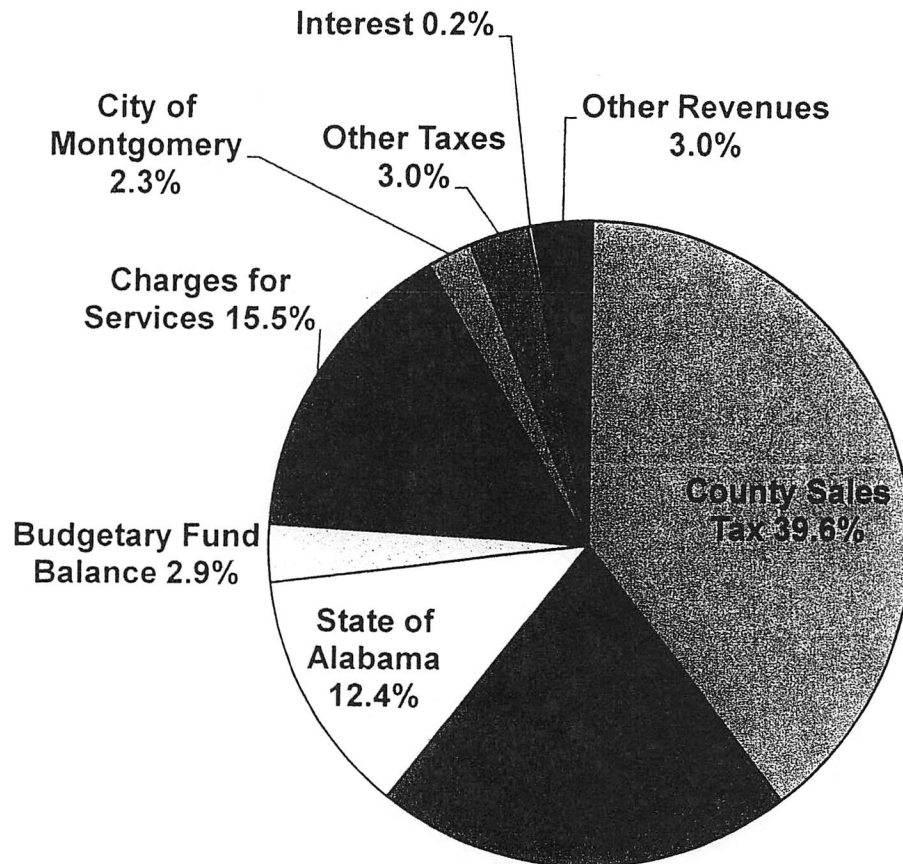
**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

Construction Program Fund
Employees' Withholding Tax Fund
Supernumerary Fund
Fiduciary Fund
Law Library Fund
Sheriff's Fund
Revenue Commissioner Special Fund
Solicitor's Fund
Worthless Check Fund
Child Support Fund
Recreation Board Fund
Manufactured Home Trust Fund
Motor Vehicle Special Training
Emergency Management Communication District Board
MV Registration and Titling Technology Fund

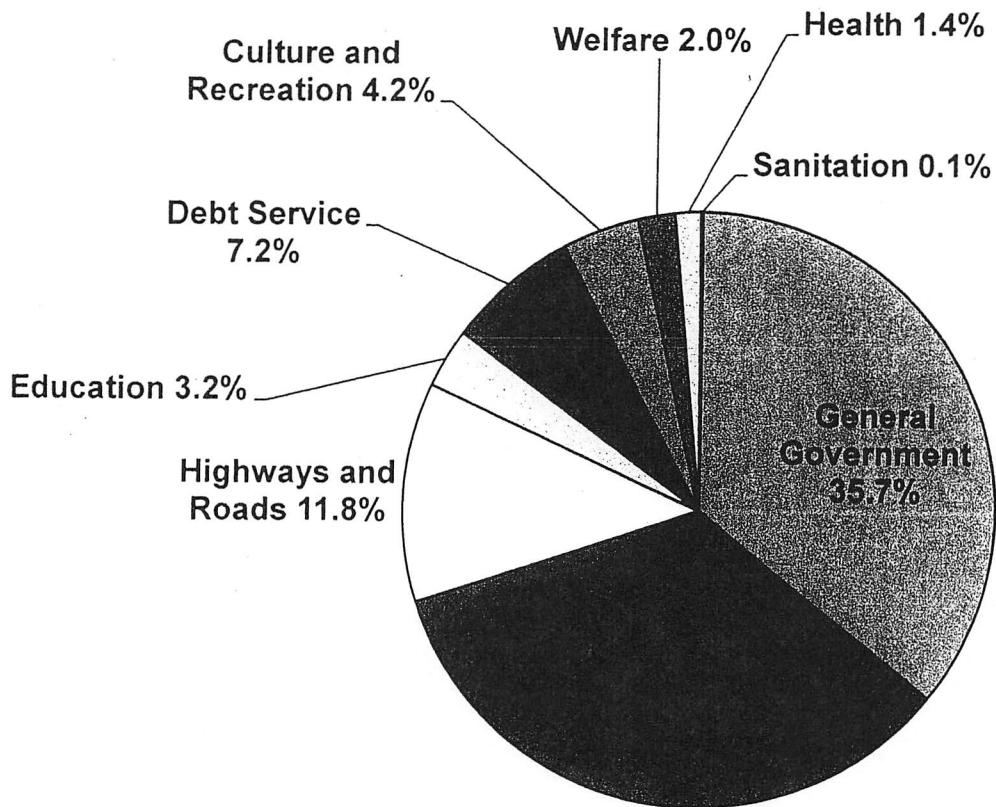
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2010-2011

Type	Percentage	Total
County Sales Tax	39.6%	\$ 37,840,000
Ad Valorem Tax	21.1%	20,150,545
State of Alabama	12.4%	11,903,685
Budgetary Fund Balance	2.9%	2,786,917
Charges for Services	15.5%	14,815,780
City of Montgomery	2.3%	2,201,686
Other Taxes	3.0%	2,841,500
Interest	0.2%	202,700
Other Revenues	3.0%	2,915,342
Miscellaneous		1,367,129
Licenses and Permits		552,510
Board of Education		644,703
Transfers In		300,000
Fines and Forfeitures		25,000
Federal Cost Sharing		26,000
	<u>100.00%</u>	<u>\$ 95,658,155</u>



**Montgomery County Commission
Appropriations
2010-2011**

Type	Percentage	Total
General Government	35.7%	\$ 34,148,624
Public Safety	34.4%	32,882,325
Highways and Roads	11.8%	11,310,288
Education	3.2%	3,062,577
Debt Service	7.2%	6,839,717
Culture and Recreation	4.2%	4,056,445
Welfare	2.0%	1,938,695
Health	1.4%	1,307,089
Sanitation	0.1%	112,395
	100.00%	<u>\$ 95,658,155</u>



**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

ESTIMATED REVENUES	
TAXES	
Ad Valorem Tax	\$ 13,140,000
County Sales Tax	37,840,000
Salaries for Revenue Commissioner	235,900
County Beer Tax	205,000
County Wine Tax	4,600
Lodging Tax	1,651,000
Other Tax	745,000
TOTAL TAXES	<u>53,821,500</u>
LICENSE & PERMITS	<u>482,510</u>
INTERGOVERNMENTAL	
State Shared Revenue	1,667,320
State Cost Sharing Revenue	2,393,377
Federal Cost Sharing	26,000
City Cost Sharing	220,000
TOTAL INTERGOVERNMENTAL	<u>4,306,697</u>
CHARGES FOR SERVICES	
Court Fees	556,500
Fees & Commissions - Public Officials	4,033,800
Miscellaneous Fees & Charges	71,000
TOTAL CHARGES FOR SERVICES	<u>4,661,300</u>
FINES AND FORFEITURES	<u>25,000</u>
MISCELLANEOUS	
Interest	46,000
Sales & Rentals	616,433
Other	659,706
TOTAL MISCELLANEOUS	<u>1,322,139</u>
TRANSFERS IN FROM OTHER FUNDS	<u>1,900,000</u>
TOTAL ESTIMATED REVENUES	66,519,146
BUDGETARY FUND BALANCE	261,877
TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$ <u><u>66,781,023</u></u>

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 795,113
Risk Management	179,667
Public Affairs	88,499
Finance Department	490,131
Judges	438,283
Domestic Relations Court	3,000
Circuit Clerk	30,348
District Clerk	2,000
District Attorney	2,520,051
Pre-Trial/District Attorney	697,403
Court Reporters	205,943
Court Administrators	700
Probate Judge's Office	3,093,606
Revenue Commissioner	1,263,362
Tax and Audit Division	581,773
Support Services	3,444,958
Building Permits	38,322
Election Operating	608,143
Election Administration	212,500
Board of Registrars	266,730
Tax Equalization Board	5,816
Veterans Service Office	1,000
Forestry Commission	12,150
Central Alabama Opportunities Industrialization Center, Inc.	8,750
Envision 2020	15,000
Industrial Park Utilities/Maintenance	20,550
Industrial Development	627,527
Information Systems	1,952,571
Contingent	25,000
Unemployment Compensation	15,000
TOTAL GENERAL GOVERNMENT	\$ 17,643,896

PUBLIC SAFETY

Sheriff's Office	12,044,178
Montgomery County Detention Facility	14,473,371
Montgomery City-County Emergency Management Agency	113,200
Coroner's Office	138,780
Youth Facility Net of City Funding	2,604,450
Youth Facility - DYS Subsidy	725,377
Youth Facility - DYS Boot Camp	610,000
Crimestoppers	5,000
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 30,904,356

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

APPROPRIATIONS

SANITATION- Transfer Station & Storm Water Permit \$ 112,395

HEALTH

Health Department	460,797
Montgomery Area Mental Health Authority	130,000
Family Sunshine Center	31,626
VOCAL	5,000
Animal Shelter	512,500
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	19,152
Council on Substance Abuse - NCADD	11,657
Mosquito Control	50,607
Sickle Cell Foundation	15,750
Community Care Network	17,500
Red Cross	15,000

TOTAL HEALTH \$ 1,307,089

WELFARE

Transfer of Insane	7,400
Group Homes	190,000
Restor	5,000
Child Protect	3,750
Brantwood Children's Home	12,500
Montgomery Community Action Agency	32,500
Central Alabama Aging Consortium	15,000
Montgomery Area Council on Aging	32,500
Montgomery Area Food Bank	3,750
Pauper Burial	3,200
Joint Public Charity Hospital Board	85,000
Indigent Hospitalization Program	108,063
School to Work	32,595
Central Alabama Community Foundation (BONDS)	7,750
Department of Human Resources	20,000

TOTAL WELFARE \$ 559,008

CULTURE & RECREATION

City - County Library	1,962,381
Pike Road Library net of Town of Pike Road funding	79,522
Montgomery Museum of Fine Arts	1,445,109
Montgomery County Recreation Board	429,746
Boys & Girls Clubs	12,500
Boys & Girls Club - South Central Alabama	12,500
The United Community Improvement	4,687
Unified YMCA	30,000
ECHO	5,000
Alabama Shakespeare Festival	75,000

TOTAL CULTURE & RECREATION \$ 4,056,445

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL FUND

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$ 379,000
Montgomery Education Foundation	45,000
Auburn Extension Service	98,175
Montgomery Internal Medicine Residency Program (UAB)	22,500
Thelma Morris After School Program	25,000
Latchkey	28,026
YMCA Childcare Program	30,000
Character @ Heart	15,000
TOTAL EDUCATION	<u>642,701</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations- General Government Category	800,933
In-House Appropriations-Retiree Health & Life Insurance	1,180,560
Reclassification Reserve	(1,000,000)
Montgomery Building Authority 2006 Capital Lease Obligation	4,897,591
Agency Appropriations-General Government Category	874,047
TOTAL CLASSIFIED BY CHARACTER ONLY	<u>6,753,131</u>

TOTAL APPROPRIATIONS	\$ 61,979,021
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TRANSFERS

To Community Corrections Fund	340,000
To Merit Fund	100,000
To General Obligation Warrants, 2007 Fund	3,611,755
To General Obligation Warrants, 2002 Fund	750,247
TOTAL TRANSFERS	<u>4,802,002</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$ <u>66,781,023</u>
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EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 70,000
TOTAL ESTIMATED REVENUES	<u>\$ 70,000</u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$ 70,000
	<u>\$ 70,000</u>

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$ 353,000
Other reimbursements	10,000
Interest	6,100
TOTAL ESTIMATED REVENUES	\$ <u>369,100</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$ 369,100
TOTAL APPROPRIATIONS	\$ <u>369,100</u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$ 8,716,650
Interest	1,350
TOTAL ESTIMATED REVENUES	\$ <u>8,718,000</u>

APPROPRIATIONS

Health Care Costs	\$ 8,718,000
TOTAL APPROPRIATIONS	\$ <u>8,718,000</u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$ 60,000
Interest	50
TOTAL ESTIMATED REVENUES	\$ <u>60,050</u>

APPROPRIATIONS

Death Benefit Payments	\$ 60,050
TOTAL APPROPRIATIONS	\$ <u>60,050</u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$ 450,000
Interest	40,500
TOTAL ESTIMATED REVENUES	\$ <u>490,500</u>

APPROPRIATIONS

Liability Ins. Costs	\$ 490,500
TOTAL APPROPRIATIONS	\$ <u>490,500</u>

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GASOLINE TAX FUND

**ESTIMATED REVENUES
STATE SHARED REVENUE**

State Gasoline Tax	\$ 1,601,900
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STATE COST SHARING REVENUE

Engineer's Salary & Assistant Engineer	106,610
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MISCELLANEOUS

Interest	500
Other	90,990

TOTAL MISCELLANEOUS	91,490
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TOTAL ESTIMATED REVENUES	1,800,000
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TRANSFERS

From Public Highway & Traffic Fund	700,000
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From Public Building/Roads/Bridges	6,300,000
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TOTAL TRANSFERS	7,000,000
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Budgetary Fund Balance	29,954
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**TOTAL ESTIMATED REVENUES, BUDGETARY
FUND BALANCE & TRANSFERS**

\$	<u><u>8,829,954</u></u>
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APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,350,219
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District I	1,500,287
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District II	1,591,997
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District III	1,946,298
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County Engineer's Office	924,661
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County Shop	676,027
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Bridge Maintenance	484,465
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Environmental Cleanup	5,000
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TOTAL APPROPRIATIONS	\$ 8,478,954
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TRANSFERS

To Severance Materials Tax Fund	351,000
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TOTAL APPROPRIATIONS & TRANSFERS

\$	<u><u>8,829,954</u></u>
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**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$	6,300,000
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MISCELLANEOUS

Interest		<u>20,000</u>
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TOTAL ESTIMATED REVENUES	\$	<u>6,320,000</u>
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Budgetary Fund Balance		<u>1,580,000</u>
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$	<u><u>7,900,000</u></u>
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APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$	6,300,000
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To General Fund		<u>1,600,000</u>
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TOTAL TRANSFERS	\$	<u>7,900,000</u>
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TOTAL APPROPRIATIONS & TRANSFERS	\$	<u><u>7,900,000</u></u>
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PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$	70,000
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State Shared Revenue		250,000
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Charges for Services		100,000
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Interest		<u>1,200</u>
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TOTAL ESTIMATED REVENUES	\$	<u>421,200</u>
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Budgetary Fund Balance		<u>278,800</u>
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TOTAL ESTIMATED REVENUES, BUDGETARY FUND BALANCE & TRANSFERS	\$	<u><u>700,000</u></u>
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TRANSFERS

Transfer to Gasoline Tax Fund	\$	<u>700,000</u>
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TOTAL TRANSFERS	\$	<u><u>700,000</u></u>
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**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 400,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	931,500
5 cent Gasoline Tax	460,000
Additional excise tax	30,000
TOTAL STATE SHARED REVENUES	\$ 1,936,500

MISCELLANEOUS

Interest	\$ 4,500
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TOTAL ESTIMATED REVENUES

Budgetary Fund Balance	1,941,000
	379,000
TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 2,320,000

APPROPRIATIONS

Restriping & Resigning	115,000
Resurfacing	2,205,000

TOTAL APPROPRIATIONS	\$ 2,320,000
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SEVERED MATERIAL TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE	\$ 160,334
TRANSFERS	
From Gasoline Tax Fund	351,000

TOTAL ESTIMATED REVENUES AND TRANSFERS	\$ 511,334
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APPROPRIATIONS

Road Bldg Materials and Supplies	\$ 511,334
TOTAL APPROPRIATIONS	\$ 511,334

CAPITAL IMPROVEMENT FUND

ESTIMATED REVENUES

STATE SHARED REVENUES	\$ 447,000
Interest	10,000
TOTAL ESTIMATED REVENUES	\$ 457,000

APPROPRIATIONS

General Government	\$ 457,000
TOTAL APPROPRIATIONS	\$ 457,000

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$	567,818
Montgomery County		710,545
Board of Education		644,703
City of Montgomery		962,804
TOTAL COST SHARING	\$	<u>2,885,870</u>

TOTAL ESTIMATED REVENUES

\$ 2,885,870

APPROPRIATIONS

General Government

\$ 2,885,870

TOTAL APPROPRIATIONS

\$ 2,885,870

MERIT SYSTEM FUND

ESTIMATED REVENUES

City of Montgomery	\$	1,018,882
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TRANSFERS

Transfer from General Fund

100,000

TOTAL ESTIMATED REVENUES AND TRANSFERS

\$ 1,118,882

BUDGETARY FUND BALANCE (County Funds)

\$ 157,070

TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE

\$ 1,275,952

APPROPRIATIONS

General Government

\$ 1,275,952

TOTAL APPROPRIATIONS

\$ 1,275,952

**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES

Alabama Department of Corrections	\$	399,631
Client Fees		244,830

TOTAL ESTIMATED REVENUES	\$	<u>644,461</u>
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TRANSFERS

Transfer From General Fund		340,000
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TOTAL ESTIMATED REVENUES	\$	<u>984,461</u>
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APPROPRIATIONS

Public Safety	\$	<u>984,461</u>
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TOTAL APPROPRIATIONS	\$	<u>984,461</u>
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GRANT FUND

TRANSFERS

Federal and State Grants		2,373,195
TOTAL TRANSFERS	\$	<u>2,373,195</u>

APPROPRIATIONS

Grant Appropriations	\$	<u>2,373,195</u>
TOTAL APPROPRIATIONS	\$	<u>2,373,195</u>

SPECIAL INDEX FUND

ESTIMATED REVENUES

Charges for Service	\$	220,000
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MISCELLANEOUS

Interest		2,500
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TOTAL ESTIMATED REVENUES	\$	<u>222,500</u>
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Budgetary Fund Balance		100,216
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TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$	<u>322,716</u>
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APPROPRIATIONS

General Government	\$	<u>322,716</u>
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TOTAL APPROPRIATIONS	\$	<u>322,716</u>
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**MONTGOMERY COUNTY COMMISSION
2010 - 2011 BUDGET**

GENERAL OBLIGATION WARRANTS 2002

TRANSFERS

Transfer from General Fund

\$ 750,247

TOTAL TRANSFERS

\$ 750,247

APPROPRIATIONS

Principal

\$ 155,000

Interest

595,247

TOTAL APPROPRIATIONS

\$ 750,247

GENERAL OBLIGATION WARRANTS 2007

TRANSFERS

Transfer from General Fund

\$ 3,611,755

TOTAL TRANSFERS

\$ 3,611,755

APPROPRIATIONS

Principal

\$ 1,745,000

Interest

1,866,755

TOTAL APPROPRIATIONS

\$ 3,611,755

2011 CONSTRUCTION FUND BUDGET WORKSHEET

G/L Account Number	Transaction	Cost per Unit	Total Amount
Expense			
Fund: 206 - Construction Programs Fund			
Department: 51101 - Annex I Projects			
Account:231 - Repair & Maintenance Bldgs/Impr	Clean and reseal exterior	550,000.00	550,000.00
Department: 51102 - Annex II Projects			
Account:231 - Repair & Maintenance Bldgs/Impr	Clean and reseal exterior	125,000.00	125,000.00
Department: 51104 - Courthouse Projects			
Account:231 - Repair & Maintenance Bldgs/Impr	DDC controls for Courthouse A/C system	65,000.00	65,000.00
	Replace Cooling/Heating coils in Courthouse	135,000.00	135,000.00
Department: 51107 - Other Construction Projects			
Account:231 - Repair & Maintenance Bldgs/Impr	Replace Egress system at Parking Deck	30,000.00	30,000.00
Department: 51108 - Greil Building			
Account:231 - Repair & Maintenance Bldgs/Impr	Replace Roof Top A/C	12,000.00	<u>12,000.00</u>
Fund Total: Construction Programs Fund			\$917,000.00

RESOLUTION

WHEREAS, the Montgomery City/County Multi-Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R. 201.6; and

WHEREAS, Montgomery County participated in the preparation of a multi-jurisdictional plan, Montgomery City/County Multi-Hazard Mitigation Plan; and

WHEREAS, Montgomery County is a local unit of government that has afforded the citizens an opportunity to comment and provide input in the plan and the actions in the plan; and

WHEREAS, Montgomery County has reviewed the plan and affirms that the plan will be updated no less than every five years.

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission that Montgomery County adopts the Montgomery City/County Multi-Hazard Mitigation Plan, and resolves to execute the actions in the plan.

Adopted this _____ day of _____ 2010.

MONTGOMERY COUNTY COMMISSION

BY: _____
Chairman

ATTEST: _____
County Administrator



MONTGOMERY CITY/COUNTY
EMERGENCY MANAGEMENT AGENCY

Steve Jones, Director
Michael Stoudenmier, Deputy Director

July 22, 2010

Mr. Donald Mims, Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

Dear Donnie:

The Montgomery City/County Emergency Management Agency requests that the Montgomery County Commission adopt by resolution the entire 2010 Hazard Mitigation Plan at the next possible Montgomery County Commission meeting. We apologize for any inconvenience. If you have questions, do not hesitate to call this office.

Sincerely,

Steve Jones, Director
Montgomery City/County EMA

SJ/cf

Rolling Hills/Lakes VFD

Members:**Term Expires:****President:**

*	Harvey Bartlett	5848 Trotman Rd 36116	H 281-7847 E cbart@aol.com	2/28/2010
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Vice President:

*	Philip Burwell	1545 Mt. Zion Rd. Ramer 36069	H 286-1888 C 343-2622	2/28/2010
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Treasurer:

	Gerri Walley	7054 Knoll Loop 36116	H 288-2078	2/28/2011
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Secretary:

	Greg Brannon	7453 Murifield Loop 36116	H 281-9591	2/28/2011
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Board Members:

	<u>Don Schofield</u>	<u>5836 Trotman Rd</u> 36116	H 281-6864 C 300-9068 E dvschofield@charter.net	<u>2/28/2011</u>
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	Carmine A. Roberto	416 Doral Trace 36116	H 288-4556 E iroberto@worldnet.att.net	2/28/2011
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	Jim Sutton	7002 Fairway Drive 36116	H 281-9591 E jsutton70@bellsouth.net	2/28/2011
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*	Alfonso Patterson	4651 Vanderbilt Dr. 36116	H 281-2134	2/28/2010
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*	Billy Rotton	879 Meriwether Rd. Pike Rd. 36064	H 286-1058 W 284-3220 E brotton@lawsontrucking.com	2/28/2010
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*	Jan Wercinski	354 Mizell Rd 36116	H 284-2322 E jwercinski@aol.com	2/28/2010
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*	Richard Fagan	1180 Meriwether Rd. Pike Rd. 36064	H 288-3537 C 201-4122	2/28/2010
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	James Labadie	7466 Fairway Drive 36116	H 284-3463	2/28/2011
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	Gregory (Brent) Nix	7001 Fairway Drive	H 284-1333 C 268-1929	2/28/2011
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Montgomery County
Fiduciary Fund
 Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00001	Adams, Sam & Henderson, Jerry PO Box 554	Troy	AL	36081	AA	07/20/1981	Individual Land Redemptions	\$ 33.55	01
00002	Austin, Jessie Lee				AA	04/01/1996	Audit of DC Tax	\$ 29.55	62
00003	Calhoun, Roberta				AA	04/19/1983	Individual Land Redemptions	\$ 53.25	01
00004	Calhoun, Roberta				AB	05/18/1983	Individual Land Redemptions	\$ 165.05	01
00004	Carett, James & Sanders, Russell				AA	09/13/1982	Individual Land Redemptions	\$ 98.20	01
00004	Carett, James & Sanders, Russell				AB	09/13/1982	Individual Land Redemptions	\$ 127.75	01
00004	Carett, James & Sanders, Russell				AC	02/18/1983	Individual Land Redemptions	\$ 81.95	01
00004	Carett, James & Sanders, Russell				AD	02/18/1983	Individual Land Redemptions	\$ 70.80	01
00005	Cauthen, Harvey				AA	12/22/1975	Individual Land Redemptions	\$ 26.20	01
00006	Collins, Bruce				AA	04/01/1986	Audit of DC Tax	\$ 9.85	62
00007	County Court				AA	02/03/1976	Unclaimed Fees	\$ 130.54	20
00008	Danley, Earle				AA	11/21/1962	Individual Land Redemptions	\$ 16.90	01
00009	De Armond, W.D., Mrs.				AA	04/07/1967	Individual Land Redemptions	\$ 7.60	01
00010	Elsberry, J. B.				AA	08/03/1981	Unclaimed Funds - M S Butler	\$ 0.65	42
00011	Hackett, Debra				AA	04/07/1977	Unclaimed Funds	\$ 775.45	40
00011	Hackett, Debra				AB	04/04/1978	Unclaimed Funds	\$ 18,087.55	40
00011	Hackett, Debra				AC	06/19/1978	Unclaimed Funds	\$ 6,448.24	40
00011	Hackett, Debra				AD	08/30/1978	Unclaimed Funds	\$ 2,654.90	40
00011	Hackett, Debra				AB	08/31/1978	Unclaimed Funds	\$ (72.52)	40
00011	Hackett, Debra				AE	03/28/1979	Unclaimed Funds	\$ 80.10	40
00011	Hackett, Debra				AF	03/28/1979	Unclaimed Funds	\$ 77.00	40
00011	Hackett, Debra				AG	03/28/1979	Unclaimed Witness Fees	\$ 186.00	40
00011	Hackett, Debra				AD	11/09/1979	Unclaimed Funds	\$ (556.75)	40
00011	Hackett, Debra				AH	08/13/1981	Unclaimed Witness Fees	\$ 66.00	40
00011	Hackett, Debra				AI	08/13/1981	Unclaimed Witness Fees	\$ 45.70	40
00011	Hackett, Debra				AJ	08/13/1981	Unclaimed Witness Fees	\$ 8,330.69	40
00011	Hackett, Debra				AK	09/08/1982	Unclaimed Funds	\$ 919.00	40
00011	Hackett, Debra				AC	10/29/1982	Unclaimed Funds	\$ (443.12)	40
00011	Hackett, Debra				AN	08/08/1988	Unclaimed Funds - Charlie Long	\$ 9.00	40
00011	Hackett, Debra				AO	08/08/1988	Unclaimed Funds - Charlie Long	\$ 3.00	40
00011	Hackett, Debra				AP	08/08/1988	Unclaimed Funds - Mary McCall	\$ 1.50	40
00011	Hackett, Debra				AQ	08/15/1988	Unclaimed Funds - Child Support Funds 1977	\$ 3,846.58	40
00011	Hackett, Debra				AL	09/20/1988	Unclaimed Funds FM Crim Case	\$ 2,095.99	40
00011	Hackett, Debra				AR	03/03/1989	Unidentified Funds 02/08/1983	\$ 166.71	40
00011	Hackett, Debra				AS	03/03/1989	Unidentified Funds 10/07/1982	\$ 49.50	40
00011	Hackett, Debra				AT	03/03/1989	Unidentified Funds 08/25/1983	\$ 100.00	40
00011	Hackett, Debra				AU	03/03/1989	Unidentified Funds 07/13/1977	\$ 72.00	40
00011	Hackett, Debra				AV	09/26/1989	Unclaimed Child Support 1982	\$ 5,648.11	40
00011	Hackett, Debra				AW	09/26/1989	Unclaimed Child Support 1982	\$ 380.00	40
00011	Hackett, Debra				AX	09/26/1989	Unclaimed Child Support 1983	\$ 470.00	40
00011	Hackett, Debra				AY	09/26/1989	Unclaimed Child Support 1983	\$ 440.00	40
00011	Hackett, Debra				AZ	01/19/1993	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ -	40
00011	Hackett, Debra				BA	01/19/1993	Child Support Pymt Prior 1986	\$ 1,271.83	40
00011	Hackett, Debra				BB	01/19/1993	Child Support Pymt Prior 1987	\$ 1,175.20	40
00011	Hackett, Debra				BC	06/03/1993	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 15,945.84	40
00011	Hackett, Debra				BD	06/28/1993	Unclaimed Funds FM 1977-1986	\$ 3,428.06	40
00011	Hackett, Debra				BE	07/12/1993	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 5,379.06	40
00011	Hackett, Debra				BF	05/05/1994	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 3,710.56	40
00011	Hackett, Debra				BH	01/06/1995	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 2,687.06	40
00011	Hackett, Debra				BG	01/18/1995	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 69.28	40
00011	Hackett, Debra				BI	02/02/1995	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 1,798.37	40
00011	Hackett, Debra				BJ	02/02/1995	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 967.50	40
00011	Hackett, Debra				BK	04/04/1995	Trust Funds/Detail Filed In DivFin Contracts File #400	\$ 0.06	40

Montgomery County
Fiduciary Fund
 Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00011	Hackett, Debra				BL	05/08/1996	Trust Funds/Detail Filed In Div/Fin Contracts File #400	\$ 2,635.00	40
00011	Hackett, Debra				BM	09/26/1996	Unidentified Funds/ File 400	\$ 605.26	40
00011	Hackett, Debra				BN	12/31/1996	Unclaimed Funds 12/16/1996	\$ 249.63	40
00011	Hackett, Debra				BO	01/13/1997	Unclaimed Funds 01/06/1997	\$ 600.92	40
00011	Hackett, Debra				BP	01/13/1997	Unclaimed Funds 01/06/1997	\$ 393.65	40
00011	Hackett, Debra				BR	01/24/1997	Unidentified Funds/ File 400	\$ 1,620.83	40
00011	Hackett, Debra				BS	01/24/1997	Unidentified Funds/ File 400	\$ 60.99	40
00011	Hackett, Debra				BQ	02/13/1997	Unidentified Funds/ File 400	\$ 943.87	40
00011	Hackett, Debra				BV	08/08/1997	Unclaimed Funds/ Ronald Wyatt	\$ 9.00	40
00011	Hackett, Debra				BT	08/20/1997	Unclaimed Funds	\$ 977.50	40
00011	Hackett, Debra				BU	08/25/1997	Unclaimed Funds	\$ 583.92	40
00011	Hackett, Debra				BW	10/01/1997	Unclaimed Funds	\$ 18,082.66	40
00011	Hackett, Debra				BX	10/01/1997	Unclaimed Funds	\$ 140.00	40
00011	Hackett, Debra				BY	09/30/1998	Unclaimed Funds	\$ 2,533.51	40
00011	Hackett, Debra				CA	10/08/1998	Unclaimed Funds	\$ 170.11	40
00011	Hackett, Debra				BZ	12/18/1998	Unclaimed Funds	\$ 17,403.51	40
00011	Hackett, Debra				CF	01/11/1999	Unclaimed Funds	\$ 108.41	40
00011	District Court				CG	01/11/1999	Unclaimed Funds	\$ 229.23	40
00011	District Court				CH	01/29/1999	Unclaimed Funds 01/21/1999	\$ 5,612.20	40
00011	Circuit Court				CE	06/18/1999	Unclaimed Funds 1998	\$ 379.51	40
00011	Circuit Court				CB	09/17/1999	Unclaimed Funds	\$ 145.34	40
00011	Circuit Court				CC	09/30/1999	Unclaimed Funds 09/99	\$ 421.82	40
00011	Circuit Court				CD	09/30/1999	Unclaimed Funds 09/99	\$ 579.79	40
00012	Family Court	Montgomery	AL		AA	05/17/1977	Unclaimed Funds - Non Support	\$ 90.00	43
00012	Family Court	Montgomery	AL		AB	12/04/1980	Unclaimed Funds - Family Court	\$ 1.35	44
00013	Farnell, Raymond L				AA	10/13/1961	Individual Land Redemptions	\$ 21.20	01
00014	Goode, Douglas				AB	05/12/1964	Individual Land Redemptions	\$ 12.40	01
00015	Graves, Elmer				AA	03/05/1965	Individual Land Redemptions	\$ 11.25	01
00016	Hill, Robert	Montgomery	AL	36104	AA	02/15/1979	Individual Land Redemptions	\$ 15.50	01
00017	Mitchell, James	Mt Meigs	AL	36057	AA	06/13/1977	Individual Land Redemptions	\$ 16.30	01
00018	James, Sylvester				AA	04/09/1964	Individual Land Redemptions	\$ 79.05	01
00019	Jones, George H, Jr.	Montgomery	AL		AA	05/10/1961	Unclaimed Funds	\$ 242.49	40
00019	Jones, George H, Jr.	Montgomery	AL		AB	10/14/1971	Unclaimed Witness Fees	\$ 395.50	21
00019	Jones, George H, Jr.	Montgomery	AL		AC	08/26/1975	Unclaimed Funds	\$ 5,895.64	40
00019	Jones, George H, Jr.	Montgomery	AL		AD	03/30/1977	Unclaimed Funds	\$ 11,597.25	40
00020	Jones, Mary J				AA	06/08/1955	Individual Land Redemptions	\$ 11.31	01
00021	Juvenile Court				AA	04/01/1966	Audit of DC Tax	\$ 107.39	62
00022	Lonnegan, L. R.				AA	12/04/1950	Individual Land Redemptions	\$ 4.50	01
00023	McMurtrey, Woodrow				AA	08/11/1976	Individual Land Redemptions	\$ 8.60	01
00024	Matthews, John R	Montgomery	AL		AA	05/03/1965	Unclaimed Funds	\$ 825.84	40
00024	Matthews, John R	Montgomery	AL		AB	04/03/1967	Unclaimed Funds	\$ 312.85	40
00024	Matthews, John R	Montgomery	AL		AC	08/19/1969	Unclaimed Funds	\$ 369.25	40
00024	Matthews, John R	Montgomery	AL		AD	11/18/1971	Unclaimed Funds	\$ 412.70	40
00025	Mays, Henry				AA	09/06/1974	Individual Land Redemptions	\$ 11.00	01
00026	Moon, Larry				AA	11/23/1981	Individual Land Redemptions	\$ 7.32	01
00027	Nolan, Joseph Alan				AA	01/19/1974	Individual Land Redemptions	\$ 13.70	01
00028	Pake, Lee, Jr.				AA	04/07/1967	Individual Land Redemptions	\$ 26.00	01
00028	Pake, Lee, Jr.				AB	10/10/1967	Individual Land Redemptions	\$ 21.35	01
00028	Pake, Lee, Jr.				AC	01/15/1968	Individual Land Redemptions	\$ 42.20	01
00028	Pake, Lee, Jr.				AD	07/12/1971	Individual Land Redemptions	\$ 273.00	01
00029	Perry, Carrie				AA	04/01/1966	Audit of DC Tax	\$ 12.31	62
00030	Perdue, Harry				AA	03/13/1962	Individual Land Redemptions	\$ 7.00	01
00030	Perdue, Harry				AB	04/08/1965	Individual Land Redemptions	\$ 11.91	01

**Montgomery County
Fiduciary Fund**

Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
00031	Pettaway, Zack	Montgomery	AL		AA	07/11/1974	Individual Land Redemptions	\$ 0.87	01
00032	Probate Judge	Montgomery	AL		AA	07/01/1969	Unclaimed Funds	\$ 3,337.05	40
00032	Probate Judge	Montgomery	AL		AB	10/31/1977	Unclaimed Funds	\$ 55,605.68	40
00032	Probate Judge	Montgomery	AL		AC	02/27/1991	Trust Funds/Detail Filed in Div/In Contracts File #400	\$ -	40
00032	Probate Judge	Montgomery	AL		AD	02/27/1991	Trust Funds Held Over 5 Years	\$ 15,087.45	40
00032	Probate Judge	Montgomery	AL		AE	02/27/1991	Trust Funds Held Over 5 Years	\$ 13,217.34	40
00032	Probate Judge	Montgomery	AL		AF	12/18/1992	Reclassify/23406AA Hanna, J. P.	\$ (6,399.23)	60
00033	Sankey, John A	Montgomery	AL		AA	09/04/1964	Unclaimed Funds	\$ 2,702.51	40
00034	Shinbaum, Mary	Montgomery	AL		AA	01/21/1982	Individual Land Redemptions	\$ 19.80	01
00035	Whitfield, Donald G	Montgomery	AL		AA	08/08/1969	Commission Fee-Probate Judge	\$ 10.00	61
00036	Williams, Roscoe	Montgomery	AL		AA	07/13/1982	Individual Land Redemptions	\$ 105.45	01
00037	Winter, Irving	Montgomery	AL		AA	02/05/1960	Individual Land Redemptions	\$ 20.90	01
00038	Wright, W.J.	Montgomery	AL		AA	01/05/1953	Individual Land Redemptions	\$ 4.68	01
00039	Wynn, Ronnie	Montgomery	AL		AA	04/15/1975	Individual Land Redemptions	\$ 37.40	01
00040	Youngblood, Thomas	Montgomery	AL		AA	08/03/1981	Unclaimed Funds-M S Butler	\$ 2.50	42
05558	Green, John L	Montgomery	AL	36111	AP	08/15/1992	Excess Bid Real Estate Tax Sale	\$ 191.09	60
07141	Kingston Land	Montgomery	AL	36106	AA	03/21/1984	Individual Land Redemptions	\$ 30.40	01
07421	Lewis, William A.	Wetumpka	AL	36092	AA	05/26/1987	Excess Bid Real Estate Tax Sale	\$ 72.97	60
07421	Lewis, William A.	Wetumpka	AL	36092	AB	01/15/1988	Individual Land Redemptions	\$ 28.40	01
09816	Reese, Eugene	Montgomery	AL	36106	AA	07/16/1979	Individual Land Redemptions	\$ 12.10	01
09816	Reese, Eugene	Montgomery	AL	36106	AB	08/09/1979	Individual Land Redemptions	\$ 11.85	01
09816	Reese, Eugene	Montgomery	AL	36106	AC	11/21/1979	Individual Land Redemptions	\$ 21.55	01
09818	Reese, Warren S	Montgomery	AL	36104	AA	05/02/1955	Individual Land Redemptions	\$ 3.40	01
09818	Reese, Warren S	Montgomery	AL	36104	AB	03/04/1957	Individual Land Redemptions	\$ 32.25	01
09818	Reese, Warren S	Montgomery	AL	36104	AC	08/06/1957	Individual Land Redemptions	\$ 33.00	01
09818	Reese, Warren S	Montgomery	AL	36104	AD	09/05/1957	Individual Land Redemptions	\$ 30.50	01
09818	Reese, Warren S	Montgomery	AL	36104	AB	08/15/1959	Individual Land Redemptions	\$ (24.80)	01
09818	Reese, Warren S	Montgomery	AL	36104	AD	08/15/1959	Individual Land Redemptions	\$ (9.75)	01
09818	Reese, Warren S	Montgomery	AL	36104	AE	02/05/1960	Individual Land Redemptions	\$ 22.55	01
09818	Reese, Warren S	Montgomery	AL	36104	AF	02/05/1960	Individual Land Redemptions	\$ 8.70	01
09818	Reese, Warren S	Montgomery	AL	36104	AF	01/16/1961	Individual Land Redemptions	\$ (13.85)	01
09818	Reese, Warren S	Montgomery	AL	36104	AG	07/09/1964	Individual Land Redemptions	\$ (4.80)	01
09818	Reese, Warren S	Montgomery	AL	36104	AH	08/06/1964	Individual Land Redemptions	\$ 12.55	01
09818	Reese, Warren S	Montgomery	AL	36104	AI	10/13/1964	Individual Land Redemptions	\$ 11.75	01
09818	Reese, Warren S	Montgomery	AL	36104	AJ	12/14/1964	Individual Land Redemptions	\$ 14.48	01
09818	Reese, Warren S	Montgomery	AL	36104	AK	04/08/1965	Individual Land Redemptions	\$ 28.46	01
09818	Reese, Warren S	Montgomery	AL	36104	AL	05/07/1965	Individual Land Redemptions	\$ 6.40	01
09818	Reese, Warren S	Montgomery	AL	36104	AJ	03/15/1966	Individual Land Redemptions	\$ 10.65	01
09818	Reese, Warren S	Montgomery	AL	36104	AN	08/10/1966	Individual Land Redemptions	\$ (14.20)	01
09818	Reese, Warren S	Montgomery	AL	36104	AO	07/13/1966	Individual Land Redemptions	\$ 28.75	01
09818	Reese, Warren S	Montgomery	AL	36104	AP	05/05/1967	Individual Land Redemptions	\$ 116.32	01
09818	Reese, Warren S	Montgomery	AL	36104	AQ	11/02/1967	Individual Land Redemptions	\$ 8.45	01
09818	Reese, Warren S	Montgomery	AL	36104	AQ	08/14/1968	Individual Land Redemptions	\$ (3.45)	01
09818	Reese, Warren S	Montgomery	AL	36104	AR	09/10/1968	Individual Land Redemptions	\$ 29.10	01
09818	Reese, Warren S	Montgomery	AL	36104	AS	12/13/1968	Individual Land Redemptions	\$ 25.65	01
09818	Reese, Warren S	Montgomery	AL	36104	AT	04/10/1969	Individual Land Redemptions	\$ 6.10	01
09818	Reese, Warren S	Montgomery	AL	36104	AV	04/10/1969	Individual Land Redemptions	\$ 7.61	01
09818	Reese, Warren S	Montgomery	AL	36104	AW	04/10/1969	Individual Land Redemptions	\$ 13.70	01
09818	Reese, Warren S	Montgomery	AL	36104	AX	05/01/1969	Individual Land Redemptions	\$ 4.57	01
09818	Reese, Warren S	Montgomery	AL	36104	AX	07/09/1969	Individual Land Redemptions	\$ 16.60	01
09818	Reese, Warren S	Montgomery	AL	36104	AN	07/14/1969	Individual Land Redemptions	\$ 3.20	01
09818	Reese, Warren S	Montgomery	AL	36104	AO	07/14/1969	Individual Land Redemptions	\$ (18.70)	01
09818	Reese, Warren S	Montgomery	AL	36104	AO	07/14/1969	Individual Land Redemptions	\$ (83.22)	01

Montgomery County
Fiduciary Fund

Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
09818	Reese, Warren S	Montgomery	AL	36104	AY	11/21/1969	Individual Land Redemptions	\$ 10.00	01
09818	Reese, Warren S	Montgomery	AL	36104	AZ	02/12/1970	Individual Land Redemptions	\$ 5.30	01
09818	Reese, Warren S	Montgomery	AL	36104	BA	04/09/1971	Individual Land Redemptions	\$ 97.33	01
09818	Reese, Warren S	Montgomery	AL	36104	BB	05/11/1971	Individual Land Redemptions	\$ 4.20	01
09818	Reese, Warren S	Montgomery	AL	36104	BC	02/17/1972	Individual Land Redemptions	\$ 20.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BD	02/17/1972	Individual Land Redemptions	\$ 6.85	01
09818	Reese, Warren S	Montgomery	AL	36104	BE	06/11/1974	Individual Land Redemptions	\$ 18.90	01
09818	Reese, Warren S	Montgomery	AL	36104	BF	07/11/1974	Individual Land Redemptions	\$ 27.50	01
09818	Reese, Warren S	Montgomery	AL	36104	BG	12/28/1977	Individual Land Redemptions	\$ 11.65	01
09818	Reese, Warren S	Montgomery	AL	36104	BH	08/13/1982	Individual Land Redemptions	\$ 79.30	01
09818	Reese, Warren S	Montgomery	AL	36104	BI	09/13/1982	Individual Land Redemptions	\$ 71.00	01
09818	Reese, Warren S	Montgomery	AL	36104	BJ	01/19/1983	Individual Land Redemptions	\$ 21.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BK	03/21/1983	Individual Land Redemptions	\$ 21.75	01
09818	Reese, Warren S	Montgomery	AL	36104	BL	04/18/1983	Individual Land Redemptions	\$ 53.00	01
09818	Reese, Warren S	Montgomery	AL	36104	BM	06/21/1983	Individual Land Redemptions	\$ 207.50	01
09818	Reese, Warren S	Montgomery	AL	36104	BN	12/01/1983	Individual Land Redemptions	\$ 90.15	01
09818	Reese, Warren S	Montgomery	AL	36104	BO	05/19/1986	Individual Land Redemptions	\$ 123.50	01
09818	Reese, Warren S	Montgomery	AL	36104	BP	11/16/1989	Individual Land Redemptions	\$ 624.80	01
09818	Reese, Warren S	Montgomery	AL	36104	BQ	11/16/1989	Individual Land Redemptions	\$ 50.61	01
09818	Reese, Warren S	Montgomery	AL	36104	BS	06/22/1953	Excess Bid Real Estate Tax Sale	\$ 6.72	60
20137	Murphy, Mary	Montgomery	AL	36108	AA	08/16/1971	Individual Land Redemptions	\$ 24.87	01
20197	Green, Betty	Montgomery	AL	36108	AA	01/15/1988	Individual Land Redemptions	\$ 47.15	01
21029	Thaggard, T.L. & Nolin, Alan	Montgomery	AL	36107	AA	05/26/1987	Excess Bid Real Estate Tax Sale	\$ 25.54	60
21128	Franklin, John W	Montgomery	AL	36111	AA	11/23/1987	Individual Land Redemptions	\$ 38.50	01
21217	Adell, Mattie	Montgomery	AL	36111	AB	02/19/1988	Individual Land Redemptions	\$ 40.30	01
21423	Draught, Lula Mae	Montgomery	AL	36109	AA	09/25/1987	Unclaimed Funds- Restitution	\$ 191.72	01
21425	Hale, Sam	Montgomery	AL	36105	AA	05/30/1986	Individual Land Redemptions	\$ 2.00	41
21426	Knox, Eugene, Jr.	Montgomery	AL	36105	AA	09/25/1987	Unclaimed Funds-Restitution	\$ 469.40	01
21427	Shairer, Kathy	Montgomery	AL	36116	AA	01/04/1985	Individual Land Redemptions	\$ 0.52	41
21428	Shinbaum, Richard	Montgomery	AL	36104	AA	06/21/1988	Individual Land Redemptions	\$ 84.80	01
21429	Thomas, James Allen	Montgomery	AL	36104	AB	08/13/1982	Individual Land Redemptions	\$ 67.05	01
21430	Wilson, Elmira	Montgomery	AL	36104	AB	10/20/1983	Individual Land Redemptions	\$ 453.45	01
21430	Wilson, Elmira	Montgomery	AL	36104	AE	09/25/1987	Unclaimed Funds-Restitution	\$ 77.20	01
21430	Wilson, Elmira	Montgomery	AL	36104	AE	04/23/1980	Individual Land Redemptions	\$ 0.25	41
21430	Wilson, Elmira	Montgomery	AL	36104	AF	02/23/1981	Individual Land Redemptions	\$ 143.25	01
21430	Wilson, Elmira	Montgomery	AL	36104	AE	07/07/1989	CK#19366 20.30 50.90 7.35	\$ 26.65	01
21430	Wilson, Elmira	Montgomery	AL	36104	AM	08/17/1989	Individual Land Redemptions	\$ (78.55)	01
21430	Wilson, Elmira	Montgomery	AL	36104	AM	12/14/1989	Individual Land Redemptions	\$ 81.87	01
21430	Wilson, Elmira	Montgomery	AL	36104	AO	06/14/1990	Individual Land Redemptions	\$ 27.96	01
21430	Wilson, Elmira	Montgomery	AL	36104	AO	08/17/1990	Individual Land Redemptions	\$ 246.36	01
21430	Wilson, Elmira	Montgomery	AL	36104	AO	08/17/1990	Individual Land Redemptions	\$ 102.63	01
21430	Wilson, Elmira	Montgomery	AL	36104	AP	08/17/1990	Individual Land Redemptions	\$ 89.86	01
21430	Wilson, Elmira	Montgomery	AL	36104	BU	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 509.84	60
21467	Charles, Fred	Montgomery	AL	36108	CZ	08/22/1995	Individual Land Redemptions	\$ 183.41	01
21495	Davis, Ed	Montgomery	AL	36108	DA	08/22/1995	Individual Land Redemptions	\$ 140.11	01
21495	Davis, Ed	Montgomery	AL	36108	DB	08/22/1995	Individual Land Redemptions	\$ 68.96	01
21495	Davis, Ed	Montgomery	AL	36104	AB	04/19/1989	Individual Land Redemptions	\$ 44.82	01
21510	Brooks, Henry	Montgomery	AL	36104	AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 1.32	60
21513	Murray, Alpheus	Montgomery	AL	36108	AA	09/20/1988	Individual Land Redemptions	\$ 76.45	01
21613	Beauchamp, Huey L. & Nina	Montgomery	AL	36108	AB	03/16/1989	Individual Land Redemptions	\$ 131.30	01
21737	Mathews, Linda	Montgomery	AL	36108	AA	03/03/1989	Unidentified Funds-12/11/1978	\$ 43.50	40
21738	Edwards, Tommie	Montgomery	AL	36108	AA	03/03/1989	Unidentified Funds-09/21/1981	\$ 72.00	40
21739	Leblanc, Todd M	Montgomery	AL	36108	AA	03/03/1989	Unidentified Funds-09/21/1981	\$ 44.50	40

**Montgomery County
Fiduciary Fund**

Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
21740 Coleman, Roger D					AA	03/03/1989	Unidentified Funds-09/18/1981	\$ 49.50	40
21741 Howard, Charles					AA	03/03/1989	Unidentified Funds-07/31/1980	\$ 15.00	40
21742 Harris, Dale Robert					AA	03/03/1989	Unidentified Funds - 10/13/1982	\$ 778.50	60
21766 Green, Tom					AA	04/19/1989	Individual Land Redemptions	\$ 108.72	01
22003 Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AO	07/23/1996	Individual Land Redemptions	\$ 60.42	01
22003 Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AP	07/23/1996	Excess Bid Real Estate Tax Sale	\$ 96.01	60
22003 Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AS	07/23/1996	Individual Land Redemptions	\$ 49.21	01
22003 Dobbs, Phillip	5864 Roxboro Dr	Montgomery	AL	36117	AW	02/21/1997	Individual Land Redemptions	\$ 66.22	01
22316 Smith, Willie & Rosebud	3959 N Smiley Court	Montgomery	AL	36108	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 12.85	60
22322 Shipp, Julia M. Glenn	20185 Hwy 80 East	Montgomery	AL	36117	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 25.61	60
22323 Hudson, Essie	1234 Highland Ave	Montgomery	AL	36104	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 1.84	60
22324 Willingham, Jesse & Alonzo	622 Colony St	Montgomery	AL	36108	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 19.76	60
22325 Henderson, B.J. & Idell	515 Brainbridge St	Montgomery	AL	36104	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 160.89	60
22329 Merrywood Co	Route 1, Box 173B	Ramer	AL	36069	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 33.90	60
22330 Vincent, Walter, Jr., Extr Wagner	PO Box 17950	Montgomery	AL	36117	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 22.39	60
22343 Bass, Gary D	PO Box 17950	Montgomery	AL	36117	AB	06/14/1991	Excess Bid Real Estate Tax Sale	\$ 24.93	60
22343 Bass, Gary D	4824 Fairmead Court	Nashville	TN	37218	AA	06/11/1990	Excess Bid Real Estate Tax Sale	\$ 20.97	60
22345 Tranquil Grove, Inc.	102 Spanish Oak Dr	Prattville	AL	36067	AA	07/17/1990	Individual Land Redemptions	\$ 37.91	01
22589 Graves, Elmer & Mason, Chris	102 Spanish Oak Dr	Prattville	AL	36067	AJ	06/13/1994	Individual Land Redemptions	\$ 66.64	01
23191 May, William P	2039 Carter Hill Road	Montgomery	AL	36106	AA	07/17/1990	Individual Land Redemptions	\$ 120.59	01
23196 Herring, Gary	2039 Carter Hill Road	Montgomery	AL	36106	AA	08/17/1990	Individual Land Redemptions	\$ 120.95	01
23196 Herring, Gary	C/O Veterans Administratio Washington	DC		20420	AA	02/20/1991	Individual Land Redemptions	\$ 255.72	01
23198 Brooks, Ella					AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 8,752.37	60
23199 Barkley, James					AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 28.81	60
23200 Smith, Nancy					AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 34.01	60
23202 Carter, Charlotte					AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 27.71	60
23279 Armstead, Frank					AB	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 35.61	60
23330 Peltaway, Zelma					AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 5.65	60
23553 Broaden, Timothy					AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 35.95	60
23722 Griggs, Juliette					AA	06/15/1992	Excess Bid Real Estate Tax Sale	\$ 0.08	60
23724 Harris, Robert	1127 Lake Street	Montgomery	AL	36104	AE	08/17/1992	Excess Bid Real Estate Tax Sale	\$ 3.01	01
23725 Hudson, Bryan H, Jr. & Thelma O					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 8.75	01
23725 Hudson, Bryan H, Jr. & Thelma O					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 7.56	60
23725 Hudson, Bryan H, Jr. & Thelma O					AA	03/18/1993	Excess Bid Real Estate Tax Sale	\$ 7.07	01
24079 Bray, Myrtle & Mathew	1129 Highland Ave	Montgomery	AL	36104	AC	06/22/1993	SEE # 23722AA Void Ck# 56817	\$ 136.90	60
24080 Clay, Jim					AA	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 26.74	60
24083 Escro, Joseph Leonard & Sarah					AA	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 220.10	60
24090 Hall, William D & Valery					AB	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 366.79	60
24095 Johnson, Clarence, Jr., & Callie Mae					AC	06/22/1993	Excess Bid Real Estate Tax Sale	\$ 903.03	60
24105 Osgard, David Michael					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 490.56	60
24111 Stanley, Marguerite P & M Panetti					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 440.25	60
24118 Gully Realty					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 5.15	60
24422 Jones, Rufus					AB	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 18.15	60
24422 Jones, Rufus					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 22.28	60
24422 Jones, Rufus					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 13.08	60
24537 Lamar, Calvin					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 247.15	60
24663 Blake, William E					AA	06/03/1994	Excess Bid Real Estate Tax Sale	\$ 21.73	60
					AA	01/23/1995	Individual Land Redemptions	\$ 8.30	60
					AB	01/23/1995	Excess Bid Real Estate Tax Sale	\$ 58.44	01
					AG	01/23/1995	Excess Bid Real Estate Tax Sale	\$ 5.73	60
					AD	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 67.80	01
	307 Benbow Ct	Montgomery	AL	36117	AD	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 220.90	60
					AA			\$ 2,346.17	60

Montgomery County
Fiduciary Fund
 Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
24667	Cameron, John F				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 15.29	60
24669	Cattedge, Nicef				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 4.95	60
24670	Childs, Isaac Nathanel				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 0.90	60
24672	First Savings of LA				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 149.26	60
24672	First Savings of LA				AB	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 272.12	60
24675	Frazier, Lucy Bell				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 28.10	60
24676	Graham, Ed				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 42.56	60
24679	James, Virginia				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 51.27	60
24686	Peacock, James E				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 17.19	60
24687	Phillips, Gerald C & Ann M				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 67.13	60
24688	Roberson, Willie & Creed				AA	06/12/1995	Excess Bid Real Estate Tax Sale	\$ 194.75	60
24691	Wilson, Clark				AB	03/22/1996	Individual Land Redemptions	\$ 83.80	01
24748	Snedley, Valerie	Montgomery	AL	36106	AF	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 179.87	60
24748	Snedley, Valerie	Montgomery	AL	36106	AG	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 47.56	60
24748	Snedley, Valerie	Montgomery	AL	36106	AH	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 30.00	60
24830	Lutheran Ministries				AA	10/18/1995	Individual Land Redemptions	\$ 524.61	01
25043	Everage, Charles				AA	04/23/1996	Individual Land Redemptions	\$ 691.41	01
25043	Everage, Charles				AA	05/03/1996	Individual Land Redemptions	\$ (691.42)	01
25048	Family Court Juvenile Div YF	Montgomery	AL	36108	AA	03/08/1996	Unclaimed Funds	\$ 7,200.85	40
25048	Family Court Juvenile Div YF	Montgomery	AL	36108	AB	10/07/1998	Unclaimed Funds	\$ 5,558.78	40
25135	Wilson, Quentin				AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 19.81	60
25140	Singer, Harold				AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 639.24	60
25141	Poplar, Olivia Starks				AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 133.84	60
25144	McRee Robert C				AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 79.85	60
25144	McRee Robert C				AB	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 90.94	60
25148	Harris, Willie Mae & Nathan				AA	06/21/1996	Excess Bid Real Estate Tax Sale	\$ 43.25	60
25154	Associates Financial Services c/o Larry & Martha Favor				AE	06/11/1999		\$ 631.88	60
25183	Lewis, Alfreda	Montgomery	AL	36110	AL	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 365.75	60
25668	Azbell, Joe				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 34.15	60
25674	Fitzpatrick, William C				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 141.65	60
25679	Griffin, Zack & Diane				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 164.43	60
25683	Jordan, Ruth				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 2.56	60
25688	Moore, Kimberly R & Kerl D				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 1,027.52	60
25689	Neville, Richard & Kathryn				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 822.29	60
25696	Rainey, Jeffery D & Alexander				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 1,322.38	60
25701	Saliba, John J. & Dora Jane				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 239.67	60
25702	Scott, Walter F				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 949.95	60
25709	Standridge, Mary Elaine				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 1,672.98	60
25711	Talton, Joseph Cecil, III				AB	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 51.81	60
25716	Zinnerman, Callie				AA	06/16/1997	Excess Bid Real Estate Tax Sale	\$ 866.59	60
25756	Milledge, Darryl				AA	03/23/1998	Individual Land Redemptions	\$ 77.84	01
26070	Lewis, Alfred	Montgomery	AL	36110	AD	01/16/1998	Individual Land Redemptions	\$ 63.26	01
26070	Lewis, Alfred	Montgomery	AL	36110	AE	02/18/1999	Individual Land Redemptions	\$ 137.04	01
26252	Young, Joe				AA	03/23/1998	Individual Land Redemptions	\$ 64.32	01
26338	Autrey, Arthur Davis & Linda				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 29,572.69	60
26339	Bank of Prattville, Agent for FIC				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 4,611.82	60
26344	Bibb, Sarah				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 621.91	60
26344	Bibb, Sarah				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 709.88	60
26361	Cartman, Cynthia				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,056.32	60
26368	Coachman, Nanertha				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 221.45	60
26378	Ford, India Glichrist				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 73.33	60
26381	Hardy, Rachel				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 274.75	60
26386	Howard, General Scott				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 124.29	60

**Montgomery County
Fiduciary Fund**

Items 10 years or older

ID#	Address	City	State	Zip	Suffix	Date	Description	Amount	Class
26387	Howard, Mollie A				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 229.20	60
26388	Howard, Santelevella R, Admin				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 307.93	60
26393	Humphries, Mary Alice D				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 209.13	60
26393	Humphries, Mary Alice D				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 285.13	60
26393	Humphries, Mary Alice D				AC	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 275.13	60
26394	Hunter, Cassandra				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 2,662.46	60
26399	Nemi, Jessie				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 139.28	60
26402	Johnson, David				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 578.32	60
26406	Jordan, Henry & Mary				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 231.11	60
26411	Ledyard, Rosetta				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 200.18	60
26415	Lewis, Earl, Exr Est				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 8,670.00	60
26432	McLain Properties				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 307.88	60
26447	Oliver, Isaac, Jr.				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 368.69	60
26453	Peace, Ola M Jones				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 352.70	60
26458	Peterson, John				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 204.84	60
26461	Poole, Annie Maude				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 168.65	60
26498	Southern National Insurance				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,416.76	60
26498	Southern National Insurance				AC	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,407.76	60
26498	Southern National Insurance				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,607.76	60
26501	Talley Development, Inc.				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 180.61	60
26501	Talley Development, Inc.				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 99.67	60
26502	Tatum, Georgia				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 218.40	60
26505	Tompkins, Charles & Jean				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 1,059.92	60
26507	Walker, Ben W., Jr.				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 244.99	60
26529	Rent To Buy Homes Inc.				AB	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 199.93	60
26532	Brown, Charlie				AA	06/12/1998	Excess Bid Real Estate Tax Sale	\$ 50.53	60
26594	Woodall, Monica				AB	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.00	60
26952	Hill, Debra	Montgomery	AL	36108	AA	06/11/1999	Restitution Case# CC85-1169	\$ (1,721.68)	40
26976	Mereditth, Lillie Mae	Montgomery	AL	36110	AA	06/11/1999	Individual Land Redemptions	\$ 572.25	01
26976	Mereditth, Lillie Mae	Hope Hull	AL	36043	AA	06/11/1999	Individual Land Redemptions	\$ (572.75)	01
26982	Allen, Bertha Stewart	Hope Hull	AL	36043	AA	06/25/1999	Excess Bid Real Estate Tax Sale	\$ 140.71	60
27002	Cobb, Delores				AA	06/11/1999		\$ 39.55	60
27006	Cooper, Leona J				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 43.95	60
27010	Dacus, Nathaniel				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 71.24	60
27012	Evans, James				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.45	60
27016	Hall, Geneva P				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 98.95	60
27024	Humphrey, Aleta Joan Gibbons				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.83	60
27031	Keith, Jacqueline				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 4,355.66	60
27041	Lynch, Charlie				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 85.71	60
27044	Mapson, Mary Blakley				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 57.53	60
27047	Matthews, Michael James				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 47.74	60
27051	Olive, Adelle				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 2,887.99	60
27056	Pierce, Anthony				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 11.89	60
27059	Reynold, Mark A				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 19,475.93	60
27063	Russell, Ike				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 10.00	60
27075	Whitaker, Lincoln E				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 195.26	60
27077	Bryant, B G				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 20.00	60
27084	Southern Boulevard Corp				AA	06/11/1999	Excess Bid Real Estate Tax Sale	\$ 87.10	60
27086	Cottrell, Daniel				AA	04/20/1999	Individual Land Redemptions	\$ 1,598.78	01
								\$ 379,299.12	

STATE OF ALABAMA)
MONTGOMERY COUNTY)

LEASE AGREEMENT

WITNESS THIS LEASE entered into as of the 1st day of October, 2010, between Montgomery County Commission (hereinafter called "Landlord"), and Wanda Hughes (hereinafter called "Tenant").

WITNESSETH

Landlord hereby leases to Tenant and Tenant takes and leases from Landlord those certain premises described as the Cafeteria Area, Second Floor, Montgomery County Administrative Building, Annex II (all hereinafter referred to as "the premises"); and in consideration therefore Landlord and Tenant agree as follows:

1. **PERIOD OF CONTRACT:** Contract period will be for three (3) years, beginning on the 1st day of October, 2010 and ending on the 30th day of September, 2013.
2. **RENT:** During the entire term of the lease, no monthly rent will be paid by the Tenant to the Landlord. The cleaning deposit of \$1,200.00 paid by Tenant on July 29, 1998, will be held by Montgomery County Commission until the expiration of the contract and cleaning of the cafeteria is completed by Tenant and approved by the County Administrator. If during the life of the contract, tenant terminates contract for any reason, without giving Landlord sixty (60) day written notice, then the Tenant shall forfeit this deposit.
3. **UTILITIES:** Landlord shall furnish all sewer, water, electric power, and other utilities used or consumed in or at the premises excluding telephone service.
4. **FIRE AND EXTENDED COVERAGE INSURANCE:** Each party shall carry such fire extended coverage insurance on their own properties as they deem adequate. The Tenant will not permit or do anything which would increase the rate of fire and casualty insurance upon the Montgomery County Administrative Building and if such is permitted by Landlord,

Tenant will pay to Landlord the amount of the insurance increase in the said insurance premium.

5. FIRE AND CASUALTY DAMAGE: In the event the premises are damaged by fire or other casualty due to causes not the fault of the Tenant, Landlord may elect to rebuild or restore the same to as good a condition or a better condition than that existing immediately prior to such casualty, and, provided the same is completed within 120 days of such fire or other casualty, this lease shall not terminate. In the event Landlord does not elect to rebuild or restore the premises as aforesaid, this lease shall terminate as of the date of such casualty.

6. HOLD HARMLESS: Tenant shall indemnify and save Landlord harmless from all claims, causes of actions and judgments for personal injury, loss of life or property damage suffered in, upon and about the premises. Tenant shall provide and keep in force during the term of this lease and any extension of said term for the benefit of Landlord, a comprehensive liability insurance policy, issued by insurers satisfactory to Landlord, insuring Landlord against loss resulting from any of the foregoing for which Tenant is responsible, said policy to provide Umbrella Liability with limits of \$1,000,000 each excess occurrence and \$1,000,000 each excess aggregate, Comprehensive or Commercial General Liability including Premises Operation, Independent Contractors Protective and Broad Form Property Damage or it's equal and Product Damage Liability with limits of \$1,000,000 per occurrence and \$2,000,000 per aggregate. Workman's Compensation Insurance in statutory amount and Employers Liability of \$100,000 per accident. The Landlord shall be named as an additional insured under the policies. Tenant shall deliver to Landlord a certificate of the aforesaid policies together with evidence of payment therefore and such policy shall provide that it shall not be canceled for any reason until the Landlord has given sixty (60) days written notice of the cancellation, delivered by certified mail, return receipt requested. If Tenant defaults in keeping or performing its obligations hereunder, Landlord shall have the right to keep or perform the same in Tenant's behalf and the cost of the same be added to the next payment as the same becomes due.

7. REPAIRS: Tenant, shall maintain and keep in good repair the premises, and Tenant shall repair any breakage and damage to premises due to Tenant abuse. Upon the termination of this lease, Tenant shall surrender the premises to Landlord in as good condition as existed at

the time of its initial occupancy, ordinary wear and tear accepted. Landlord shall, at its costs, maintain and keep in good repairs the roof, exterior supporting walls of the building including interior and exterior finish, decorating, painting, windows, doors or glass.

8. TRADE FIXTURES AND FURNISHINGS: All furnishings, trade fixture and equipment used on the premises and supplied and installed by or at the sole expense of Tenant shall at all times be and remain the exclusive property of Tenant. So long as Tenant is not in default, Tenant shall have, during the term hereof, the right to freely remove, adds to, and replaces the same, provided that any physical damages to the premises or improvements caused by such additions, removal or replacement shall be repaired by and at the expense of Tenant. The Landlord has furnished the equipment enumerated on Exhibit A; and, the Landlord will repair or replace said equipment at his sole option. Tenant shall repair or replace said furnishings and equipment that are damaged due to Tenant's abuse or negligence. The Landlord shall have the right to designate the maximum number of tables and chairs used in the premises.

9. DAMAGE OR LOSS ON PROPERTY: Landlord shall not be liable to Tenant for any loss or damages suffered by Tenant.

10. ENTRY BY LANDLORD: Landlord may, at all reasonable times, enter the premises to inspect, repair, alter or add to the same, exhibit the same to prospective tenants, purchasers or other persons, and in event Tenant has vacated the premises, to repair the same for re-occupancy by another Tenant. Tenant shall permit during the three months next preceding the expiration of this lease, or any extension period, signs or other notices indicating that the premises are for rent or for sale to be posted and remain on the premises. Such entry by Landlord shall not constitute an eviction of Tenant or deprivation of any right of Tenant and shall not alter the obligations of Tenant hereunder or create any right in Tenant adverse to Landlord.

11. USE OF PREMISES: The premises shall be used by Tenant for the operation of a snack bar and no other and its hours of operation shall be open no later than 7:00 A.M. and to close no earlier than 2:00 P.M. excluding holidays recognized by the Landlord unless prior written permission is first obtained from Landlord. Tenant shall, at its own expense, comply

with all requirements of law and with all ordinance or regulations of the City, State, County or other public authority affecting the demised premises and with all the requirements of any fire or liability insurance company insuring the Landlord against damage by fire or accident connected with the premises. No part of the demised premises shall be used by any person for any purpose or in any manner as shall increase the insurance risk or prevent the obtaining of insurance, nor so that in order to comply with any law or public authority, the Landlord shall be obligated to make any addition or alteration to or in the premises. Montgomery County employees, if so desired, shall have the right, even though Tenant's services will not be utilized, to bring outside purchased or personal meals into cafeteria and use seating as needed. The tenant must maintain a minimum health rating of 90 with a penalty for failure to comply in ninety (90) days that would result in a default of the contract.

12. IMPROVEMENTS AND SIGNS: Tenant may make alterations to the improvements upon the premises with the consent of Landlord first, which consent shall not be unreasonably withheld, and shall have the right to erect, install, maintain and operate on the premises such equipment, fixtures and signs as Tenant deems desirable, with the written approval of Landlord.

13. ASSIGNMENT OR SUBLETTING: Tenant shall not assign or in any manner transfer this lease or any estate, interest or benefit therein, or sublet said premises or any part or parts thereof, or permit the use of the same or any part thereof by anyone other than Tenant without the prior written consent of Landlord which consent may be withheld in the Landlord's absolute discretion. If Landlord transfers or assigns this lease with assumption of its obligations by the assignee, then Assignor-Landlord shall thereupon and thereby be relieved from all liability under this lease.

14. DEFAULT: The happening of any one or more of the following listed events (hereinafter referred to singly as "Event of Default" and plurals as "Events of Default") shall constitute a breach of this lease agreement on the part of Tenant, namely:

- (a) The filing by or on behalf of Tenant of any petition or pleading to declare Tenant a bankrupt, or for a reorganization, if Tenant is a corporation, or the adjudication of a bankruptcy of Tenant under any bankruptcy law or act.

- (b) The failure of Tenant to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any terms of provisions thereof.
- (c) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Tenant.
- (d) The assignment by Tenant of all or any part of its property or assets for the benefit of creditors.
- (e) The levy of execution, attachment, or other taking of property, assets or the leasehold interest of Tenant by process of law or otherwise in satisfaction of judgment, debt or claim.

Upon any termination of the term hereof, whether by lapse of time or otherwise, or upon any terminating the term hereof, Tenant shall promptly surrender possession and vacate the premises and deliver possession thereof to Landlord and Tenant hereby grants to Landlord full and free license to enter into and upon the premises in such event without process of law and to expel or remove Tenant and any others who may be occupying the premises and to remove there from any and all property, using for such purpose such force as may be necessary without being guilty of or liable for trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to rent or any other or any other right given to Landlord hereunder or by operation of law.

If Landlord shall elect to terminate Tenant's right to possession only, without terminating the term of this lease, Landlord, at its option, may enter into the premises, remove Tenant's property and other evidences of tenancy and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Tenant in whole or in part from its obligation for the full term of this lease.

Tenant agrees to pay a reasonable attorney's fee and all cost if it becomes necessary for Landlord to employ an attorney to obtain possession of the leased premises or otherwise to exercise any option or enforce any right given to Landlord upon default by Tenant on any term, conditions, stipulation or obligation of the lease; and Tenant expressly waives all exemptions secured to Tenant under the laws of the State of Alabama or of any state in the United States as against the collection of any debt herein or hereby incurred or secured.

15. **HOLDING OVER:** In the event Tenant remains in possession of the premises after the expiration of the term hereof, without executing a new lease, Tenant shall be that of month-to-month, subject to all the condition to this lease insofar as consistent with such a tenancy, and may be terminated or canceled by Landlord on sixty (60) day's written notice to Tenant.

16. **GAMBLING AND ALCOHOL NOT PERMITTED:** No punch boards or gambling may be operated on the premises; no nuisance shall be committed on the premises; and no alcoholic beverages shall be sold on the premises.

17. **GOVERNMENT REGULATIONS:** Tenant agrees to comply with all City, County, State and Federal Health Regulation laws that may govern the operation of the business.

18. **HEALTH EXAMINATIONS:** It is understood and agreed by the parties that all personnel working in or used in the business will be subject to periodic health examinations and at times designated by the Landlord, by a physician designated by the Landlord.

19. **TAXES AND LICENSES:** All taxes and licenses due or caused by the operation of the business shall be paid by the Tenant including workman compensation and social security.

20. **COMPETITION:** No competitive business will be allowed in the Montgomery County Administrative Building during the period of Tenant's tenancy.

21. **SUCCESSOR INTERESTS:** The provisions of this lease shall bind and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number in any place or places herein in which the context may require.

22. **TIME OF ESSENCE:** Time is of the essence of this agreement.

23. **WAIVER:** The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or

more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

24. MODIFICATIONS OF LEASE: This lease contains all the agreements and conditions made between the parties and may not be modified or added to except by an agreement in writing signed by the parties or their respective successors in interest, and append hereto.

25. CANCELLATION: Either party hereto may terminate this lease by giving sixty (60) days written notice to the other. In such event, this lease shall thereupon terminate as though that were the date herein definitely fixed for the expiration of the term, and the Tenant shall surrender the premises, and the Landlord shall be entitled to the possession of the premises on that date.

MONTGOMERY COUNTY COMMISSION

BY: _____
ELTON N. DEAN, SR., CHAIRMAN

WANDA HUGHES/ DBA/COURTHOUSE CAFE

BY: _____
WANDA HUGHES, TENANT

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public in and for said State at large, hereby certify that Elton N. Dean, Sr., whose name as Chairman of the Montgomery County Commission, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Montgomery County Commission GIVEN under my hand and office seal this the 1st day of October, 2010.

Notary Public

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, the undersigned, a Notary Public, in and for said County in said County in said State, hereby certify that Wanda Hughes whose name is signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on this day.

GIVEN under my hand and office seal this the 1st day of October, 2010.

Notary Public

EXHIBIT "A"

1. Hobart Model Dishwasher (1) Built-In
2. Delfield Model No. V18454-32 Refrigerated Sandwich Unit (1)
3. Delfield Model No V22233-3-32 Roll Warmer Housing (1)
4. Garland Model Combination Top Range (1)
5. SteamChef Model Steamer (1)
6. Garland Model Convection Oven (1)
7. Glenco Refrigerator – Turbo Air M3
8. Metro HD Super Series Soap and Chemical Shelving Unit (1)
9. Metro Mobile Pot and Pan Shelving Units Model No. PR48ES (2)
10. Precision Model No. UT-179 Vendor's Utility Counter (1)
11. Precision Model No. SST-2005-U Hot Serving Unit (1)
12. Precision Model No. SSSTR-163-PT Cold Serving Unit (1)
13. Frymaster Fryer (2)
14. Wells Model No. H-70 Hot Plate (1)
15. Wells Model No. RW-2 Roll Warmer (1)

GOVERNMENTAL REAL ESTATE LEASE**STATE OF ALABAMA
BOARD OF PARDONS AND PAROLES****PARTIES**

This lease is made the ____ day of _____, 2010, by and between the owner, Montgomery County Commission, hereinafter called "LESSOR" and the Board of Pardons and Paroles, an agency of the State of Alabama, hereinafter called "AGENCY."

LEASE TERM

This lease shall be for a term of five (5) years. The lease shall begin on the 1st day of October, 2010 and end on midnight the 30th day of September, 2015.

LOCATION

This lease covers the demised premises located in Montgomery County, Alabama, at the address: 350 Adams Avenue, Montgomery, Alabama, 36104. The demised premises contain approximately 9,614 square feet of office and/or storage space.

RENT

The annual rent for the first year shall be \$91,332.96 (\$9.50 per square foot) payable in equal monthly installments in advance of \$7,611.08. For the second year of the lease the annual rent shall increase to \$96,140.00 (\$10.00 per sq/ft), payable in equal monthly installments in advance of \$8,011.67, and for years three (3) through five (5) of the lease, the annual rent shall increase to \$100,947.00 (\$10.50 per sq/ft), payable in equal monthly installments in advance of \$8,412.25. Each monthly installment shall be due on the first day of each calendar month upon submittal in advance by LESSOR of two sworn invoices stating the amount due hereunder as required by law and regulations of the State Finance Department.

COVENANTS OF AGENCY

The said AGENCY hereby covenants and agrees:

- (a) to use and occupy the premises as office and/or storage purposes only and for no other object or purpose without written consent of the LESSOR; however, such consent shall not be unreasonably withheld;
- (b) not at anytime to assign this agreement or to sublet the demised premises, or any portion thereof, without written permission of the LESSOR or his representative; however, such permission shall not be unreasonably withheld;
- (c) to avoid misuse and waste to the premises, reasonable wear and tear excepted;
- (d) to permit LESSOR and his agents to enter on the premises or any part thereof at all reasonable hours for the purpose of examining or exhibiting the same or making such repairs or alterations as may be necessary for the safety or preservation thereof;
- (e) to permit LESSOR to place on the premises reasonable "For Rent" or "For Sale" notices and not interfere with same; however, such signs shall not be of a size or placed in such locations as to interfere with AGENCY'S use of said premises; provided, AGENCY shall have the right to install or

permit to be installed signs, as well as, an Alabama flag and flag pole, outside of the demised premises, subject to LESSOR's prior approval of same;

- (f) to surrender possession of the premises upon the termination of this lease, or any extension hereof as herein provided, in as good condition as when received, reasonable wear and tear and accidents happening by fire or other casualties excepted;
- (g) to be responsible for electricity, water, gas, sewage, telephone service and telephone equipment;
- (h) to the extent allowable under applicable law, AGENCY shall defend, indemnify, and hold harmless LESSOR from and against any and all claims, liabilities, and losses from personal injuries or property damage and expenses, including court costs and attorney fees related to or arising out of an occurrence caused by AGENCY, its employees and agents, or any clients under the supervision of AGENCY, related to the use of the demised premises.

COVENANTS OF LESSOR

The LESSOR covenants and agrees to the following:

- (a) LESSOR shall provide office building and storage space, in accordance with standard office requirements, as well as adequate employee and public parking space, as agreed upon by the LESSOR and the AGENCY; specifically, LESSOR agrees to provide thirty-three (33) parking spaces to AGENCY;
- (b) LESSOR agrees to provide twice weekly janitorial service, including janitorial supplies;
- (c) LESSOR shall provide said office building to meet local building code requirements;
- (d) LESSOR shall not discontinue any service or facility herein contracted for;
- (e) LESSOR agrees that included in rent, LESSOR will keep the demised premises in good repair including, but not limited to, the facility's exterior, interior, and roof, as well as, lighting, heating and air conditioning systems, access, ingress, egress, sanitary facilities, water facilities, the parking area, and other services incidental to the demised premises in an adequate quantity and condition for the normal comfort and productivity of the AGENCY's employees and invitees, including proper maintenance of equipment and fixtures related to said structures, systems, and facilities;
- (f) Upon the execution hereof, it is expressly understood that AGENCY knows the condition of said premises and AGENCY accepts said premises in its present condition. However, LESSOR covenants that LESSOR, upon written notice from AGENCY of a specified condition, will be responsible for repairing, replacing, and curing any known defects, faulty systems (electrical, plumbing, heating, air conditioning, etc.), or other problems, of whatever nature, that pose a threat or hazard to the safety and well-being of those persons using or occupying the premises; AGENCY'S acceptance of the premises in no way relieves LESSOR of the responsibility to do the same;
- (g) If LESSOR, after notice in writing from AGENCY in regard to a specified condition, should fail, refuse, or neglect to correct said condition within five (5) working days, or in the event of an immediate emergency constituting a hazard to the health or safety of AGENCY'S employees, property, or invitees, AGENCY may, in addition to any other remedy AGENCY may have, make such

repair at its own expense and deduct the amount from the rent that may then or thereafter become due hereunder; however, AGENCY assumes no duty or responsibility to make any such repairs;

- (h) This Lease shall become null and void in the event said leased premises should be totally destroyed by fire or other casualty, including acts of God; the liability of AGENCY for rents thereafter occurring under this Lease Agreement shall cease upon the said happening of any such events and this Lease Agreement shall terminate; if, however, said leased premises are partially damaged by fire or other casualty, including acts of God, then the same shall be repaired and restored by LESSOR as speedily as possible, at LESSOR'S own expense, and from the date of such damage until completion of such repairs, an equitable abatement of rent shall be allowed to AGENCY;
- (i) LESSOR hereby agrees to indemnify and save harmless AGENCY, the State of Alabama, the Alabama Board of Pardons and Paroles, and the Board's agents, servants, representatives, employees, successors or assigns of and from all fines, suits, claims, demands, and actions of any kind or nature, including reasonable attorney fees, by reason of any breach, injury, violation, or non-performance of any duty on the part of LESSOR, arising under this Lease Agreement including, but not limited to LESSOR'S failure to make leased facilities conform to all applicable federal, state, and local requirements, rules, regulations, and laws, to include LESSOR'S failure to make the premises accessible to individuals with disabilities.

ADDITIONAL TERMS

1. All rents payable and notices required to be given under this Lease to LESSOR shall be paid or given at or mailed to LESSOR as follows: MONTGOMERY COUNTY COMMISSION, 100 SOUTH LAWRENCE ST., MONTGOMERY, AL 36104, P. O. BOX 1667, MONTGOMERY, AL 36102-1667 or at such other place as LESSOR shall from time to time specify by written notice to AGENCY. All notices given under this Lease to AGENCY shall be given or mailed to AGENCY at ALABAMA BOARD OF PARDONS AND PAROLES, 301 SOUTH RIPLEY STREET, BUILDING D, P.O. BOX 302405, MONTGOMERY, ALABAMA 36130, or at such other place as AGENCY shall specify by written notice to LESSOR. Any such notice properly mailed by United States registered or certified mail, postage and fee prepaid, shall be deemed delivered when mailed.
2. If AGENCY remains in possession of the premises after the expiration of this Lease or any extension thereof and continues to pay rent without written agreement as to such possession, AGENCY shall be regarded as a tenant from month-to-month and the parties hereto shall remain subject to all terms and provisions of this Lease.
3. The execution of this Lease Agreement or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between LESSOR and AGENCY the relationship of principal or agent or of partnership or of joint venture and the relationship between them shall be that only of "lessor and tenant."
4. This Lease and any document executed pursuant to the terms of this Lease shall be governed, construed and enforced in accordance with the law of the State of Alabama. Notwithstanding the actions, conduct or course or place of performance of or by the parties hereto, LESSOR and AGENCY agree that as between the parties to this Lease, it is established and it is conclusively determined hereby that at all times, this Lease is to be construed and deemed executed, accepted, agreed upon, performed and otherwise consummated in Montgomery County, Alabama.

8-3

5. All the terms and provisions of this Lease shall be binding upon and inure to the benefit of, and be enforceable by, LESSOR and AGENCY and their successors and assigns; provided, however, that AGENCY shall not assign, sublet, or transfer any of AGENCY'S rights under this Lease without the prior written consent of LESSOR; such consent shall not be unreasonably withheld.
6. No failure of any party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.
7. This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Lease.
8. Every paragraph of this Lease, including time, shall be deemed as of the essence and any breach shall be deemed as of the substance of the Lease and Agreement.

RENEWAL OPTION

LESSOR agrees that AGENCY may renew this Lease Agreement under terms and conditions mutually agreeable to both parties provided that AGENCY has not breached any of the terms of this Lease. The terms and conditions of said renewal will remain as stated herein with the following exceptions: The fixed minimum rent will be adjusted to the existing market rate at the time of renewal and a new lease term will be agreed upon.

LESSOR will incur no expense in the event that AGENCY has any dispute or disagreement with the "stated market rate." In the event that AGENCY does not accept the "stated market rate" within ten (10) days of notification of the same by LESSOR, then AGENCY's option to extend this Lease for the renewal term shall be void and inoperable.

AGENCY must make a request for renewal AT LEAST one hundred and eighty (180) days prior to the expiration of the primary term of this Lease.

DEFAULT

At any time, upon the default of a party of its covenants or obligations under this Lease Agreement, the other party may give written notice to the defaulting party of the nature of the default and expected remedy.

TERMINATION CLAUSE

If LESSOR determines that the Montgomery County Detention Facility will need to be expanded, LESSOR may elect to terminate the Lease Agreement, by providing AGENCY with 180 days written notice of termination.

It is expressly understood and agreed by the parties hereto that AGENCY shall have the option to terminate this Lease at the end of any fiscal year of the State of Alabama in the event the State Legislature fails to appropriate funds to AGENCY to make the rental payments set out herein, which are due and payable under the terms of the Lease during each ensuing fiscal year. The AGENCY will determine whether amounts appropriated to the AGENCY are sufficient. Obligations of AGENCY hereunder will cease immediately without penalty or further payment being required if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. In the event of the proration of the fund from which payment under this agreement is to be made, this Lease Agreement will be subject to termination. AGENCY will make its best effort to secure sufficient appropriations. AGENCY will determine whether amounts appropriated are sufficient and AGENCY will give LESSOR written notice in the event funding is deemed insufficient as soon as practicable after becoming aware of such an

insufficiency. Under no circumstances shall this Lease Agreement constitute a debt of the State of Alabama as prohibited by Article 11, Section 213 of the Constitution of Alabama, 1901, Amendment XXVI.

EXEMPTIONS

AGENCY, notwithstanding any provision of this Lease and any incorporations or amendments hereto, does not release or waive, expressly or implied, its right to assert sovereign immunity or any other affirmative or defensive right or claim it may have under law.

SUBORDINATION

AGENCY'S rights under this Lease shall remain subordinate to any bona-fide mortgage or deed to secure debt, which is now, or may hereafter be placed upon the premises or sale of said premises, provided that the tenancy subject to this Lease Agreement shall neither be disturbed nor the covenants and conditions of this Lease be invalidated or changed.

REMEDIES

For any and all disputes arising under the terms of this Lease Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, to consider settlement of such disputes, by utilizing appropriate forms of non-binding alternative dispute resolution, including but is not limited to mediation, by and through the Attorney General's Office Division of Administrative Hearings or, where appropriate, by and through private mediators. In the event of failure to resolve matters of dispute as stated above, the sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

THIS AGREEMENT shall constitute the entire agreement of the parties hereto, and there are no other promises or conditions whether oral or written except as herein contained, unless otherwise mutually agreed upon by the parties in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be duly executed as of the date first above written:

APPROVED FOR LEGALITY:

MERIDITH H. BARNES
DEPUTY ATTORNEY GENERAL

LESSOR (OWNER):

ELTON N. DEAN, SR.
CHAIRMAN
MONTGOMERY COUNTY COMMISSION

RECOMMENDED:

OFFICE OF SPACE MANAGEMENT

AGENCY:

CYNTHIA S. DILLARD
EXECUTIVE DIRECTOR,
ALABAMA BOARD OF PARDONS AND PAROLES

APPROVED:

GOVERNOR BOB RILEY

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

The Montgomery County Commission agrees to pay to the provider a fee, of \$ __.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

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

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

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2011. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2010. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Once a party files a request for mediation with the other party, the parties shall select a local mediator that is agreeable between the parties and the parties agree to commence such mediation within thirty (30) days of the filing of the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the Montgomery County Commission and Provider.

Dated this _____ Day of _____, 2010.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY: _____

File
DL m



Haskell | Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

f. 334.264.7945 • t. 334.265.8573

www.hsy.com

2010 AUG 26 PM 3:53
COMMUNICATIONS SECTION
MONTGOMERY COUNTY

MEMORANDUM

August 26, 2010

TTG

TO: Donnie Mims
FROM: Tommy Gallion
RE: Community Corrections Department
Contract with Alabama Department of Corrections
For Jail-Prison Diversion Services

I have reviewed your August 24, 2010 memorandum, Paul Brown's August 24, 2010 memorandum to you, and the contract by and between Alabama Department of Corrections and the Montgomery County Community Corrections Program. I also reviewed Section 15-18-170 thru 186 of the Code of Alabama. I have no changes to the contract. Please note that any financial disputes under this contract is limited to filing a claim with the Board of Adjustment for the State of Alabama.

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

50051-317
#3,853,419



BOB RILEY
GOVERNOR

State of Alabama
Alabama Department of Corrections

Community Corrections
301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130



RICHARD F. ALLEN
COMMISSIONER

August 18, 2010

MEMORANDUM

TO: CCP Program Directors

FROM: Roger Littleton
ADOC CCP Coordinator

SUBJECT: CCP FY2011 Contract

Congratulations! Your Community Corrections Program has been approved during FY 2011 to once again participate with the Alabama Department of Corrections pursuant to the Community Punishment and Corrections Act, Section 15-18-170 thru 186 of the Code of Alabama.

Please note the attached Community Corrections Contract. First, check the "Federal or Employee Identification Number" and ascertain if it is the correct number for which your Community Corrections Program is registered with the Federal Government. If it is not correct, please notify myself or John Shaver immediately for further instructions.

Second, review the contract and determine if your Program can abide by the terms and conditions specified therein. If your Program can abide, sign and date both originals and return one of the originals to the ADOC Community Corrections Division by September 10, 2010.

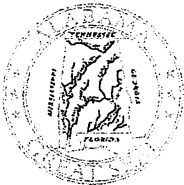
If there are any questions, feel free to contact John Shaver (334-353-3853) or myself @ (334-353-5820).

/RL

Attachments

Telephone (334) 353-3883

Fax (334) 353-3967



BOB RILEY
GOVERNOR

State of Alabama
Alabama Department of Corrections

301 South Ripley Street
P. O. Box 301501
Montgomery, AL 36130



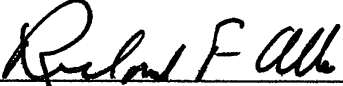
RICHARD F. ALLEN
COMMISSIONER

Community Corrections Program Contract
The Montgomery County Community Corrections Program
Federal or Employer Identification Number 63-1106839

This contract entered into by and between the Alabama Department of Corrections (hereinafter referred to as the "ADOC") and the Montgomery County Community Corrections Program (hereinafter referred to as the "Program"), agrees as follows:

1. The Program expressly agrees that any funds available for disbursement or paid for reimbursement of supervision under this Contract is done so at the total discretion of the Commissioner of the Department and/or contingent upon available Community Corrections funding in FY 2011.
2. In FY 2011 the ADOC has designated an amount not to exceed **\$406,000** for supervision reimbursement, to be paid upon approval of the monthly invoice properly submitted by the Program.
3. The Program hereby agrees to the following terms and conditions:
 - Divert felony offenders eligible for reimbursement as determined by ADOC.
 - Establish and maintain a good working relationship with the ADOC, Judges, District Attorney, and local Bar Association, Circuit Clerk, Sheriff and other local Law Enforcement agencies.
 - Encourage and promote the growth and expansion of Community Corrections.
 - Ensure strict compliance with the approved Community Corrections Plan and adhere to all CCP related directives issued by ADOC.
 - Accept offenders originally sentenced in other counties when authorized by your Presiding Judge.
 - Utilize an ADOC approved risk/needs assessment tool.
 - Review the monthly invoice for accuracy and completeness prior to submission to ADOC.

4. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute of Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
5. The Program's sole remedy for the settlement of financial disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
6. The Program understands and agrees that neither he or she, nor his or her employees, agents, volunteers, etc., will be subject to the provisions of, or entitled to the benefits of, the State Merit System Law as a consequence of this contract.
7. On behalf of the Community Corrections Program, we agree to abide by ADOC Administrative Regulation 490, entitled "Community Corrections Programs", and all related Community Corrections policies and procedures. The Program fully understands that any noncompliance with said regulation or policies may be grounds for termination of this contract.



ADOC Commissioner

Date: 8/18/10

Montgomery County Community Corrections Program

Date: _____

PERSONAL SERVICES CONTRACT

WHEREAS, Montgomery County, Alabama is a political subdivision of the State of Alabama, which acts by and through its corporate governing body known as the Montgomery County Commission, which is organized under the laws of the State of Alabama; the Montgomery Election Center is a department of Montgomery County, Alabama; Montgomery County, Alabama, along with its governing body and assigns, and the Montgomery County Election Center are hereinafter collectively referred to as "the County;"

WHEREAS, Marjorie Smith is an individual resident of Montgomery County, Alabama and an independent contractor;

WHEREAS, the County has determined that it is in the best interest of the County and its residents to contract with an individual to perform voter outreach focused upon disability election programs, accessible absentee voting programs, and coordination with senior citizen and disability groups regarding voting in furtherance of the provisions of the Help America Vote Act during the 2010 Election Cycle;

WHEREAS, Smith covenants and agrees that she has specialized knowledge and experience dealing with improving election facilities for senior citizens and individuals with disabilities.

WHEREFORE, PREMISES CONSIDERED, the County and Smith understand, acknowledge, covenant, and agree as follows:

1. To enter into this Independent Contractor Engagement Agreement for the Provision of Personal Services with Smith to perform voter outreach focused upon disability election programs, accessible absentee voting programs, and coordination with senior citizen and disability groups regarding voting in furtherance of the provisions of the Help America Vote Act during the 2010 Election Cycle.

2. Smith shall provide a calendar and detailed listing of all voter outreach/disability efforts, initiatives, programs, and activities to Trey Granger, Director of Elections, along with a monthly journal which shall provide details, including but not limited to, tasks performed and locations at which such tasks were performed. This contract is for a period not to exceed one year, beginning December 15, 2009 and ending December 14, 2010, with an option to extend the contract for an additional 90 days.

3. The County shall pay Marjorie Smith \$1250.00 bi-weekly, for a total Contract amount not to exceed \$30,000.00. Smith will be compensated on a bi-weekly basis upon submission of a proper invoice and related documentation. The County will be reimbursed \$27,734.49 of this agreement pursuant to federal funding awarded to Montgomery County for Phase III of the Help America Vote Act to improve the accessibility of elections to individuals with disabilities. The remaining balance shall be

paid by current fiscal year funding appropriated to the Montgomery Election Center for fiscal year 2010.

4. Smith is designated and shall act as an independent contractor and not as an employee of the County, and Smith shall not be entitled to any benefit afforded to employees of the County.

5. Smith shall indemnify, defend, and hold harmless the County from all claims, suits, judgments, or damages including litigation costs and reasonable attorneys' fees that may arise as a result of the performance of any work under this Agreement.

6. This Agreement is not assignable in any part, manner or circumstance by either Party hereto. Any attempted assignment is simultaneously void and shall constitute termination of this Agreement.

7. This contract may be terminated by either Party, by giving thirty (30) days written notice. Notice of termination by Marjorie Smith shall be provided to Trey Granger at 125 Washington Avenue, Montgomery, AL 36104. Notice of termination by the Montgomery County Commission shall be provided to Marjorie Smith at 3500 Dresden Drive, Montgomery, AL 36111. In the event of a change of address by Marjorie Smith, she shall notify Trey Granger at the address provided in this paragraph.

8. This Agreement shall become effective and binding upon the Parties hereto upon the affirmative vote of the Montgomery County Commission.

9. By signing this agreement, all Parties hereto agree that they have read, understood, and agree to be bound by the terms of this Agreement, and each individual who executes this Agreement avers that said individual has read and understood the terms of this Agreement, and that he or she has the power, authority, and capacity to execute and perform this Agreement.

12.02.09
Date

Marjorie Smith
Marjorie Smith

12/14/09
Date

Elton Dean
Elton Dean, Chairman
Montgomery County Commission

Date

Reese H. McKinney, Jr.
Reese H. McKinney, Jr.
Judge of Probate

INDEPENDENT CONTRACTOR ENGAGEMENT AGREEMENT FOR THE PROVISION OF PERSONAL OR PROFESSIONAL SERVICES

The Montgomery County Commission and the Judge of Probate hereby enters into an Independent Contractor Engagement Agreement for the Provision of Personal or Professional Services with Marjorie Smith.

Marjorie Smith is to perform voter education programs in conjunction with the Montgomery Election Center during the remaining months of fiscal year 2009. A calendar and detailed listing of all voter education efforts, initiatives, programs and activities along with a weekly journal will be provided to Trey Granger, Director of Elections.

This Agreement is intended for a period not to exceed six (6) months, to begin April 1, 2009, and terminate September 30, 2009, with an option to extend the Engagement Agreement for an additional three (3) months at \$3,000 per month.

So long as this Agreement remains in effect, the Montgomery County Commission will pay Ms. Marjorie Smith \$18,000 for the six (6) month term, to be payable in equal monthly installments, contingent upon submission by Marjorie Smith of monthly invoices and status reports in an acceptable form to the Probate Judge. This Engagement Agreement will be paid from the Election Center's budget.

This Contract may be terminated by either party for any reason, at any time during the term of this agreement, for the convenience of either party, with or without cause, by giving thirty (30) days written notice to the other party.

4/2/09
Date

Marjorie Smith
Marjorie Smith

Date

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

4-2-09
Date

Reese H. McKinney, Jr.
Reese H. McKinney, Jr.
Judge of Probate

**Agreement between the Montgomery County Commission, and
The Montgomery YMCA for After-School Services**

The Montgomery County commission wishes to contract with the YMCA, specifically the Cleveland Avenue Branch, to provide an after-school program for at-risk youth in Montgomery County.

This project shall start on August 1, 2010, and be completed by September 30, 2011. Total payments to the YMCA for contractual services for this project will be \$50,000 paid upon invoice by the YMCA.

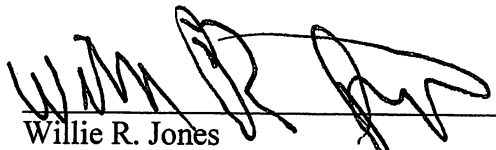
The Montgomery County commission will pay the Contract Amount after the related Grant Funds are received from the Alabama Department of Youth Services.

To facilitate this project, The Cleveland Avenue Branch of the YMCA agrees to:

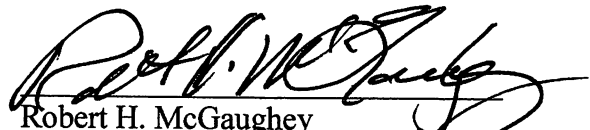
To provide financial assistance to enhance and expand after-school programs for at-risk students in the Montgomery area. These programs are intended to divert youth from commitment to the Department of Youth Services.

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

Date


Willie R. Jones
Director, Cleveland Avenue, YMCA

Date


Robert H. McGaughey
President/CEO, Montgomery YMCA

Date


Bruce Howell
Chief Probation Officer
Montgomery County Youth Facility

Date

9/16/2010



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

September 22, 2010

John Mitchell
Montgomery County Commission
P. O. Box 1667
Montgomery, AL. 36102-1667

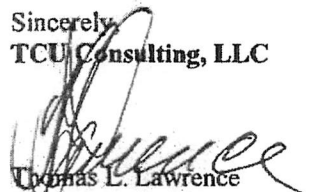
Re: MCC K-9 Facility

Dear John:

I have reviewed the bids received for the canopy, fence and concrete at the K9 Facility. There were three bids received on the project with MECO being the lowest responsible bidder at \$25,771.00. It is my recommendation that the County Commission approve the bid and enter into a contract with MECO.

Do not hesitate to call if you have any questions.

Sincerely,
TCU Consulting, LLC


Thomas L. Lawrence
Program Director

cc: file
Ken Upchurch

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: **Revenue Commissioner**

DEPARTMENT HEAD: **Janet Y. Buskey**

SUPERVISOR: **Chief Appraiser**

COMPLETED ACTION DATES

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

1 POSITION TITLE **Customer Service Clerk**

POSITION NUMBER

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414- 34,753)**

Janet Y. Buskey
Department Head *a.h.*

Date 8/17/2010

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 _____

POSITION FILL REQUEST

DEPARTMENT: **Revenue Commissioner**

DEPARTMENT HEAD: **Janet Y. Buskey**

SUPERVISOR: **Allyson G. Holland**

COMPLETED ACTION DATES

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

1 POSITION TITLE **Clerk Typist II**

POSITION NUMBER **800012021**

PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414- 34,753)**

Janet Y. Buskey a.h.
Department Head

Date 8/17/2010

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 _____

POSITION FILL REQUEST

DEPARTMENT: **Revenue Commissioner**DEPARTMENT HEAD: **Janet Y. Buskey**SUPERVISOR: **Allyson G. Holland**

COMPLETED ACTION DATES

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

1 POSITION TITLE **Customer Service Clerk**POSITION NUMBER **800016019**PROPOSED EFFECTIVE DATE **ASAP**

TYPE OF APPOINTMENT (x) PERMANENT () TEMPORARY

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(x) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE **A03 (24,414- 34,753)**Janet Y. Buskey
Department Head *a-h.*Date 8/17/2010

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 _____

**DISTRICT ATTORNEY
POSITION FILL REQUEST**

DEPARTMENT HEAD: **Ellen Brooks**

SUPERVISOR: **Rhonda B. Cape**

POSITION TITLE: Legal Support Assistant

POSITION NO: 400012008

PROPOSED EFFECTIVE DATE: 9/27/10

TYPE OF APPOINTMENT: ☒ **PERMANENT** ☐ **TEMPORARY**

RECRUITING:

☒ **OPEN**

☐ **TRANSFER**

☐ **PROMOTION**

☒ **PROMOTION/TRANSFER**

PAY GRADE: A05-01

SALARY RANGE: \$30,785-\$43,823

Pay step to be based upon the following rules:

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

*Merit dates do not change.

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

1 ADMINISTRATIVE REVIEW

☐ **APPROVED**

☐ **DISAPPROVED**

Funding

3 SELECTEE: _____

Date:

Appointing Authority Signature – District Attorney Office

4 () Manpower data entered by: _____

Date:

() Payroll entered by: _____

Date:

revised 12/31/08

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 1

Date: September 22, 2010
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Bessemer, AL

Departure Date: October 18, 2010 Return Date: October 22, 2010

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Property Tax Training/Certification Class
AL IIA: Appraisal Manual (Res/Agr)

Traveler (s) Name: 1. Allyson Holland 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$821.00 Advance Registration Required: \$225.00

Department Name: Revenue Fund Name: General Fund

Additional Comments: Cost includes registration, mileage, lodging and travel.

All costs will be paid from the 2011 budget

To: Janet Buskey, Revenue Comm

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$821.00 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,400.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$3,400.00</u>
Current Requests:	<u>\$821.00</u>
Budget Balance:	<u>\$2,579.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/22/2010

cc: Finance Director / Buyer

19-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 1

Date: September 7, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: October 8, 2010 Return Date: October 8, 2010

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend "ALTIST 2010 Annual CRE UPDATE" Course REQUIRED to maintain standing as a Certified Revenue Examiner. The course is sponsored by the ACCA and administered by the AU Center for Governmental Services.

Traveler (s) Name: 1. TeRea T. Smith 4. _____
2. Larry R. Curvin 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$220.00 Advance Registration Required: \$220.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Attendees receive credit for 8 hours Continuing Professional Education.

To: Larry R. Curvin, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the approximate amount of \$220.00 and advance registration of \$220.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$7,000.00</u>
Current Requests:	<u>\$220.00</u>
Budget Balance:	<u>\$6,780.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2010

cc: Finance Director / Buyer

19-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 2

Date: September 14, 2010

To: Donald L. Mims, Administrator

From: Larry R. Curvin

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: November 3, 2010

Return Date: November 5, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: To attend ALTIST Course III: Understanding Laws and Regulations Governing Local Government Revenue. This will be the 2nd of four such ALTIST courses for this new auditor. This course will augment the on the job training received.

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

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$625.00

Advance Registration Required: \$225.00

Department Name: Tax & Audit

Fund Name: General Fund 00151800265

Additional Comments: Registration is \$225. The training course will provide 20 hours continuing professional education. Other travel costs are per MCC policy.

To: Larry R. Curvin

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the approximate amount of \$625.00 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$7,000.00

Approved Requests: \$0.00

Budget Available: \$7,000.00

Current Requests: \$845.00

Budget Balance: \$6,155.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2010

cc: Finance Director / Buyer

19-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 1

Date: September 14, 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: October 4, 2010

Return Date: October 8, 2010

Conference Leave (Days / Hours): 5 Days

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

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

Check Mode of Transportation: County Vehicle ☐
Private Vehicle ☒

Commercial Air ☐
Other (Specify) ☐

Total (est.) Cost: \$560.00

Advance Registration Required: _____

Department Name: Information Systems

Fund Name: _____

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. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$560.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
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>\$0.00</u>
Budget Available:	<u>\$25,000.00</u>
Current Requests:	<u>\$560.00</u>
Budget Balance:	<u>\$24,440.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2010

cc: Finance Director / Buyer

19-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 47

Date: September 23, 2010

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Florence, AL

Departure Date: October 17, 2010

Return Date: October 22, 2010

Conference Leave (Days / Hours): 6 days

Purpose of Travel: 22nd Annual Southeastern Law Enforcement Executive Development Seminar

Traveler (s) Name: 1. Lt. Scott Cone 4. Sgt. Jessie Oliver
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,000.00 Advance Registration Required: \$700.00

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

Additional Comments: Request Special Approval. Registration out of FY2010. Expenses out of FY2011.

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$3,000.00 and advance registration of \$700.00 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>\$16,766.18</u>
Budget Available:	<u>\$3,233.82</u>
Current Requests:	<u>\$715.01</u>
Budget Balance:	<u>\$2,518.81</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/23/2010

cc: Finance Director / Buyer

19-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 23

Date: Sept. 16, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Wynfrey Hotel, Hoover, Alabama

Departure Date: October 13, 2010 Return Date: October 15, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Mental Health Court Initiative Conference

Traveler (s) Name: 1. Dr. Warren Brantley 4. Linda Parsley-Engle
2. Michael Provitt 5. Patricia Strickland
3. Wanda Anderson 6. Josh Jones

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

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

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

Additional Comments: Entire cost is paid for by the Administrative Office of Courts

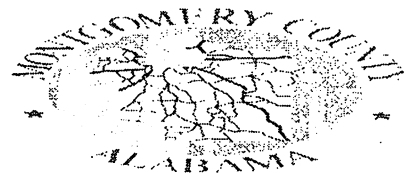
To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

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

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/20/2010

cc: Finance Director / Buyer

19-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
SEP 27 2010

Request # 11

Date: September 17, 2010
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Marriott Legends in Prattville, AL
Departure Date: November 15, 2010 Return Date: November 16, 2010
Conference Leave (Days / Hours): 2 days / 16 hrs.
Purpose of Travel: Attend the Engineers Fall Meeting

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

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

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

Department Name: Engineering Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

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

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$750.00</u>
Approved Requests:	<u>\$575.00</u>
Budget Available:	<u>\$175.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$75.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/20/2010

cc: Finance Director / Buyer

19-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 15

Date: September 17, 2010
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn University, Montgomery

Departure Date: October 12, 2010 Return Date: October 12, 2010

Conference Leave (Days / Hours): one day

Purpose of Travel: To attend The Crooks are Getting Smarter-2010

Traveler (s) Name: 1. Derrin McNear 4. Edgar Wilson
2. Steve Tate 5. Charlie Martin
3. ReBecca Johnson 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: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 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>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,500.00</u>	
Approved Requests:	<u>\$15,080.81</u>	
Budget Available:	<u>\$419.19</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$419.19</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/20/2010

cc: Finance Director / Buyer

19-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 16

Date: September 22, 2010
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Embassy Suites Hotel and Spa 800 Monroe St. Huntsville, AL 35801
Departure Date: October 13th, 2010 Return Date: October 15, 2010
Conference Leave (Days / Hours): three days
Purpose of Travel: To attend the Alabama Council Crime and Delinquency Fall Workshop

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$550.00 Advance Registration Required: \$75.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

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

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$550.00 and advance registration of \$75.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,500.00</u>
Approved Requests:	<u>\$15,080.81</u>
Budget Available:	<u>\$419.19</u>
Current Requests:	<u>\$75.00</u>
Budget Balance:	<u>\$344.19</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 9/22/2010

cc: Finance Director / Buyer

19-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 27 2010

Request # 44

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

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: October 26, 2010

Return Date: October 29, 2010

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Alabama District Attorney Child Support Association 2010 Conference

Traveler (s) Name: 1. Thomas Fields 4. Linda Carter
2. Joyce Lynch 5. _____
3. Elizabeth Jackson 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$3,462.00

Advance Registration Required: \$950.00

Department Name: District Attorney Child Support

Fund Name: 775-56120-265

Additional Comments: Registration Only Paid in FY 2010

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 09/27/10 reimbursement of actual and necessary expenses in the
approximate amount of \$3,462.00 and advance registration of \$950.00 is authorized.

To be completed by the Finance Department

Fund Code: 775-56120.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,550.00

Approved Requests: \$2,302.96

Budget Available: \$1,247.04

Current Requests: \$950.00

Budget Balance: \$297.04

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/21/2010

cc: Finance Director / Buyer

19-10

SEP 27 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	9/16/2010
DATE:	9/14/2010	Finance Director		Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels and Lubricants	124 52960 212	7,500	-2,500	5,000
Copy Machine Rental	124 52960 223	2,475	250	2,725
Electricity	124 52960 244	8,250	1,200	9,450
Legal Services	124 52960 305	3,600	1,050	4,650
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		21,825	0	21,825

JUSTIFICATION:

Adjustments to Operational Budget - final month and quarter of Fiscal Year based on experienced costs and trends in expenditures. Additional Operational Costs in Programs has caused additional copy machine use and electrical costs. Increased Legal costs associated with HR and MCCPCA Board issues. Less utilization of departmental vehicles has realized a fuel savings which is proposed to be transferred to cover additional costs of other line items.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 5

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	124 52960 115	0	2,180	2,180
Health Insurance	124 52960 122	71,712	5,802	77,514
Motor Vehicle Repair	124 52960 234	6,100	-1,730	4,370
Telephone	124 52960 251	7,980	-1,300	6,680
Travel Mileage	124 52960 260	1,000	-950	50
Public Officials Insurance	124 52960 275	1,500	-1,500	0
Professional Services	124 52960 307	2,502	-2,502	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		90,794	0	90,794

Adjustments to Operational Budget - final month and quarter of Fiscal Year based on experienced costs and trends in expenditures. Savings in operations costs are being transferred to cover cost overages in Employee Health Insurance and Extra Help for FY 2009-2010.

SEP 27 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 1

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/22/2010
DATE:	9/22/2010	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Telephone	151,100,251	3,500	375	3,875
Postage	151,100,252	2,000	(845)	1,155
Advertising	151,100,253	0	770	770
Cellular Telephone	151,100,255	5,000	(300)	4,700
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		10,500	0	10,500

JUSTIFICATION:

To realign budgets to cover shortages in telephone and advertising.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 27

DEPARTMENT: County Commission Appro. REVIEWED: S. Thomas 9/22/2010
DATE: 9/22/2010 Finance Director Date
REQUESTED BY: Donald L. Mims, Adm. APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Annex II Repairs	206-51102-231	126,000	(126,000)	0
Annex I Projects	206-51101-304	0	49,000	49,000
Annex I Architects fees	206-51101-523	0	305,195	305,195
Annex I Additions	206-51101-524	0	192,456	192,456
Annex I Equipment	206-51101-540	0	53,352	53,352
Annex I Other Equipment	206-51101-591	50,000	(50,000)	0
Annex III Additions	206-51103-524	35,000	111,920	146,920
Other Projects-Chiller	206-51103-531	0	546,586	546,586
Annex III Other Equipment	206-51103-591	0	10,194	10,194
Courthouse Projects	206-51104-231	51,000	(51,000)	0
Carnegie Building repairs	206-51105-231	0	37,279	37,279
Other Construction projects	206-51107-231	23,000	(14,708)	8,292
Improvements other than Bldgs	206-51107-531	250,000	(250,000)	0
K-9 Facility Architects	206-52135-523	0	65,848	65,848
K-9 Facility Construction	206-52135-524	0	408,254	408,254
K-9 Facility Other Equipment	206-52135-591	30,000	15,660	45,660
Detention Facility Repairs	206-52200-231	0	13,686	13,686
Detention Facility Contract Serv	206-52200-304	0	963	963
Detention Facility Architects	206-52200-523	0	550,984	550,984
Detention Facility Bldg Costs	206-52200-524	0	221,046	221,046
Youth Facility Repairs	206-52602-231	0	16,595	16,595
Youth Facility Bldg Costs	206-52602-529	0	18,768	18,768
Fund Balance	206.35900	0	(2,126,078)	(2,126,078)
TOTAL		565,000	0	565,000

JUSTIFICATION:

To realign the construction project budgets and increase the budget for additional projects.

MONTGOMERY COUNTY COMMISSION**BUDGET CHANGE REQUEST****REQUEST NUMBER 28**

County Commission

DEPARTMENT: Appropriations REVIEWED: S. Thomas 9/22/2010

9/22/2010

Finance Director

Date

REQUESTED BY: Donald L. Mims, Administra APPROVED:

Elected Official/Dept. Head

Administrator

Date

Agenda**SEP 27 2010**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Homeland Security Grants	125-52605-499	150,000	470,471	620,471
Homeland Security Equipment	125-52605-590	0	30,652	30,652
Law Enforcement Grant	125-52610-304	0	1,354	1,354
Week End Day Treatment	125-52701-304	0	5,616	5,616
Week End Day Treatment Prof Serv	125-52701-307	22,464	(5,616)	16,848
2009 JAG Law Enforcement	125-52704-592	0	293,227	293,227
Law Enforcement Block Grants	125-52705-592	600,000	(600,000)	0
Local JAG Law Enforcement MV	125-52706-551	0	88,016	88,016
Local JAG Law Enforcement Equip	125-52706-592	0	4,694	4,694
Law Enforcement Computer Grant	125-52707-584	0	87,834	87,834
Law Enforcement COPS grant	125-52710-592	0	236,565	236,565
2006 Secure Our School Grant	125-52711-592	0	48,969	48,969
2008 COPS Jag Local Grant	125-52712-592	0	3,199	3,199
2009 COPS Other Supplies	125-52713-219	0	4,413	4,413
2010 ADECA Byrne Grant	125-52714-499	0	25,000	25,000
Community Corrections Grant	125-52971-304	0	847	847
Community Corrections Grant	125-52970-304	110,000	(847)	109,153
Weatherization LIWAP 028-09	125-56702-231	0	6,225	6,225
Weatherization LIWAP 028-09	125-56702-238	178,000	(6,225)	171,775
Weatherization DOE 028-09	125-56708-499	0	2,000	2,000
Weatherization DOE 028-09	125-56708-238	350,000	(2,000)	348,000
Snowdown Park	125-57206-230	0	6,546	6,546
Achieve Grant	125-57207-219	0	834	834
Achieve Grant	125-57207-304	0	9,166	9,166
Law Enforcement Grants	125-40000.44720	(400,000)	(193,271)	(593,271)
Homeland Security grant	125-44917-400	(150,000)	(501,123)	(651,123)
Achieve Grant	125-40000.44752	0	(10,000)	(10,000)
Fund Balance (Snowdown Park)	125.35900	0	(6,546)	(6,546)
		0		0
		0		0
TOTAL		860,464	0	860,464

JUSTIFICATION:

To set up expenditure and revenue budgets for Grants during the year.

SEP 27 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 29

County Commission
DEPARTMENT: Appropriations REVIEWED: S. Thomas 9/22/2010
DATE: 9/22/2010 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Board of Education	001-58100-291	0	8,879,508	8,879,508
Interest Earnings	001-47101-400	-200,000	-4,000	-204,000
Restricted Fund Balance	001-33120-000	8,875,508	-8,875,508	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		8,675,508	0	8,675,508

JUSTIFICATION:

To record a budget for the estimated revenue and expenditures of the Montgomery County School Projects account.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 30

SEP 27 2010

DEPARTMENT: County Commission Appropriations	REVIEWED: S. Thomas	9/22/2010
DATE: 9/22/2010	Finance Director	Date
REQUESTED BY: Donald Mims, Administrator	APPROVED:	
Elected Official/Dept. Head	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Legal Services	001-51100-305	0	61,000	61,000
Legal Services	001-51300-305	0	512	512
Legal Services	001-51500-305	0	12,800	12,800
Legal Services	001-51800-305	0	6,400	6,400
Legal Services	001-52110-305	5,197	20,600	25,797
Legal Services	001-52200-305	0	32,500	32,500
Legal Services	001-52602-305	0	2,500	2,500
Prior year Refunds (Sales Tax)	001-51800-335	0	192,185	192,185
Contract Services (Sales Tax)	001-51800-304	161,400	13,502	174,902
Hager Co Incentives	001-51955-439	60,000	(60,000)	0
Hyundai Blvd Lighting	001-51955-442	20,000	705	20,705
Troy Highway Lighting	001-51955-444	0	1,782	1,782
Hyundai Electric Co Incentives	001-51955-443	0	572,674	572,674
Industrial Park Grounds Mainte	001-51956-208	50,000	(20,000)	30,000
Industrial Park Land Sale	001-40000.47315	(30,000)	(124,072)	(154,072)
Retiree health insurance	001-51966-122	1,000,000	128,000	1,128,000
Repair & Maintenance DHR Bldg	001-56600-231	101,289	(96,000)	5,289
Unemployment Compensation	001-51995-126	7,500	6,008	13,508
Direct Support Rec Dept	001-57201-290	453,329	(100,000)	353,329
Security Contract Services	001-59310-186	108,000	(40,000)	68,000
Software Training Maintenance	001-59310-586	150,000	(30,000)	120,000
Fund Balance	001.35900		(581,096)	
TOTAL		2,086,715	0	2,086,715

JUSTIFICATION:

To realign industrial development budgets and recognize land sales from industrial park. Realign in house budgets to cover legal expense and other amounts.

SEP 27 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: Finance REVIEWED: S. Thomas 9/21/2010
Finance Director Date

REQUESTED BY: Sherrill Thomas
Finance Director APPROVED: 9/21/2010
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Dues	001-51110.303	650	300	950
Postage	001-51110.252	7,500	-300	7,200
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		8,150	0	8,150

JUSTIFICATION:

To increase dues budget to cover increase in AICPA dues.

SEP 27 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	9/20/2010
DATE:	9/16/2010		Finance Director	Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Telephone	001-51965-251	10,000	-1,000	9,000
Office Supplies/Minor Equip	001-51965-211	5,000	1,000	6,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		15,000	0	15,000

JUSTIFICATION:

To cover short fall in account

HEALTH SERVICES AGREEMENT

This Health Services Agreement (this "Agreement"), by and between the **MONTGOMERY COUNTY COMMISSION**, a political subdivision of the State of Alabama ("County"), and **QCHC, Inc.**, an Alabama corporation (the "Provider"), hereby entered into as of the _____ day of _____ 2010.

WITNESSETH:

WHEREAS, County is charged by law with the responsibility for providing necessary medicines and medical attention for inmates of the County Detention Facility (hereinafter collective referred to as "Detention Facility"), pursuant to The Code of Alabama 1975, (the "Code") Section 14-6-19;

WHEREAS, County desires to provide necessary medicines and medical attention for inmates in accordance with Code Section 14-6-19, and the County Commission wishes to exercise its authority under Code Section 14-6-20 to elect a physician to attend to the inmates of its Detention Facility;

WHEREAS, Provider is in the business of providing necessary medicines and medical attention in the correctional setting;

WHEREAS, County desires to elect Provider as the supplier of necessary medicines and medical attention for the Detention Facility and enter into this Agreement with Provider to promote this objective under the express terms and conditions hereof; and

WHEREAS, Provider desires to furnish necessary medicines and medical attention for the Detention Facility and enter into this Agreement with County to promote this objective under the express terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree as follows:

ARTICLE I: HEALTH CARE SERVICES

Section 1.1 Primary Engagement. County hereby contracts with Provider to provide for the delivery of primary medical services to inmates of the Detention Facility. The primary medical services will be provided to the inmates of the Detention Facility on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. This care is to be delivered to individuals under the custody and control of County at the Detention Facility, and Provider enters into this Agreement according to the terms and provisions hereof. This contract is based upon the assumption that the Detention Facility will average 700 inmates monthly, if the population exceeds 750 inmates over a two month period of time

in such an event the parties will agree to enter into negotiations for additional compensation.

Section 1.2 Scope of Primary Services. The scope of primary services provided by Provider is detailed as follows:

(a) Primary Care. Provider shall provide primary health care services for all persons committed to the custody of the Detention Facility, except those identified in Sections 1.6 and 1.7.

(b) Timing. The responsibility of Provider for medical care of an inmate commences with the booking and physical placement of said inmate into the Detention Facility. All admission exams, screenings, physical assessments and dental exams will be completed within twenty-four (24) hours of the inmate's arrival. All other examinations and medical service will be conducted within a reasonable time of the request for care.

(c) Place of Care. All physician sick calls, admission exams, screenings, physical assessments, dental exams and all other primary medical services shall be conducted on-site, at the Detention Facility, unless otherwise addressed herein.

(d) Preventative and Maintenance Care. Provider shall provide, at its own cost, preventative and maintenance care for all inmates of the Detention Facility, as more specifically described herein.

(e) Medication. Provider will document the receipt and disbursement of all medication in a manner acceptable to the County. Medications that will not be included in the base price of the contract are HIV, Dialysis, Chemotherapy and Atypical Antipsychotic Drugs. These non-formulary medications will be provided for through the aggregate pool defined in Section 3.1. Pharmaceutical services will be provided by Clinical Solutions.

(f) Education of Inmates. Provider will provide health education services to the inmates. Any services rendered by Provider in the educational context beyond the normal provider-patient setting will be subject to written approval by County.

(g) Education and Training of Correctional Officers. Provider will provide annual training courses in Cardiopulmonary Resuscitation (CPR), Sudden Custody Death Syndrome and Suicide Prevention. Such annual training courses will be scheduled by County and Provider at a mutually agreed upon time and location.

(h) First Aid for Correctional Personnel. Provider will provide on-site first-aid medical services to correctional personnel. In the event of an emergency, County will call appropriate emergency medical providers. The services provided under this Section will be limited to triage-type evaluation and medical

stabilization pending the arrival of emergency medical providers. Provider will complete an injury report, in form suitable to County, for every event of service rendered under this Section 1.2(h)

Section 1.3 Specialty Services. In addition to providing the primary services described above, Provider will identify those inmates requiring additional care and notify County immediately. Provider will use its best efforts to provide County access to a physician specialty network through which County may obtain a reduction in the standard fees of the covered specialists. The specialty network will seek to include such medical services as cardiology, dermatology, gynecology, laboratory services, neurology, oncology, ophthalmology, orthopedic surgery, pathology, psychiatry, urology and other medical services to the extent such are determined to be medically necessary by Provider.

(a) Emergency Specialty Services. Where emergency specialty care is required, Provider shall make arrangements with the required specialty provider. Transportation will be handled in accordance with Section 1.4 of this Agreement.

(b) Non-Emergency Specialty Services. Where non-emergency specialty care is required, Provider shall make arrangements with the specialty provider and County shall provide transportation in accordance with Section 1.8 of this Agreement.

(c) Dental Services. Dental Services will be capped at \$41,000 dollars Annually the balance to be funded from the aggregate pool.

Section 1.4 Emergency Services. Provider shall provide, at its own cost, on-site emergency medical care, as medically necessary, to inmates. When medically necessary, Provider shall arrange all emergency ambulance transportation of inmates, the cost of which will be billed directly to County by the ambulance provider. Otherwise, all transportation shall be controlled by Section 1.8 of this Agreement.

Section 1.5 Injuries Incurred Prior to Incarceration; Pregnancy.

(a) Provider shall not be financially responsible for the cost of any medical treatment or health care services provided to any inmate prior to the inmate's formal booking and commitment into the Detention Facility. Furthermore, Provider is not financially responsible for the cost of services outside the Detention Facility for any medical treatment or health care services provided to medically stabilize any inmate presented at booking with a life threatening injury or illness or in immediate need of emergency medical care. A inmate shall be considered medically stabilized when the patient's medical condition no longer requires immediate emergency medical care or outside hospitalization so that the inmate can reasonably be housed inside the Detention Facility.

(b) Once a inmate has been medically stabilized and committed to the Detention Facility, Provider will, commencing at that point, then become

financially responsible for the cost of primary medical treatment for health care services regardless of the nature of the illness or injury or whether or not the illness or injury occurred prior or subsequent to the individual's incarceration at the Detention Facility.

(c) It is expressly understood that Provider shall not be responsible for medical costs associated with the medical care of any infants born to inmates. Provider shall provide primary medical services to inmates up to, through and after the birth process, but health care services provided to an infant following birth, other than those services that may be delivered in the Detention Facility prior to transport to a hospital will not be the financial responsibility of Provider. In any event, Provider shall not be responsible for the costs associated with performing or furnishing of abortions of any kind.

Section 1.6 Inmates Outside the Facilities.

(a) The health care services contracted in the Agreement are intended only for those inmates in the actual physical custody of the Detention Facility. No other person(s) shall be the financial responsibility of Provider. Inmates, for example, on any sort of temporary release or escape, including, but not limited to inmates temporarily released for the purpose of attending funerals or other family emergencies, inmates on escape status, inmates on pass, parole or supervised custody who do not sleep in the Detention Facility at night, shall not be included in the daily population count, and shall not be the responsibility of Provider with respect to the payment or the furnishing of their health care services.

(b) The cost of medical services provided to inmates who become ill or are injured while on such temporary release or work release will not then become the financial responsibility of Provider after their return to the Detention Facility. This relates solely to the costs relating to the particular illness or injury incurred while on such temporary release.

Section 1.7 Elective Medical Care. Provider is not responsible for providing elective medical care to inmates, unless expressly contracted for by County. For purposes of the Agreement, "Elective Medical Care" means medical care which, if not provided, would not, in the opinion of Provider's Medical Director, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being. Any referral of inmates for elective medical care must be reviewed by County prior to provision of such services.

Section 1.8 Transportation Services. To the extent any inmate requires off-site non-emergency health care treatment including, but not limited to, hospitalization and specialty services, County will, upon prior request by Provider, its agents, employees

or contractors, provide transportation so long as such transportation is scheduled in advance. Emergency transportation is covered under Section 1.4 of this Agreement.

ARTICLE II: PERSONNEL

Section 2.1 Staffing. Provider shall provide medical and support personnel reasonably necessary for the rendering of primary health care services to inmates at the Detention Facility as described in and required by this Agreement. The personnel provided by Provider will include the following:

- (a) Corporate Medical Director/CEO. The Corporate Medical Director/CEO will be available at all times to the administrative staff of County and to the administrative staff of the Detention Facility. Home phone numbers and cellular phone numbers will be provided by this individual to all necessary administrative contacts.
- (b) Physician. A licensed physician will be at the Detention Facility eight hours (8) hours per week. During the time that a physician is not at the Detention Facility, a physician will be available on call.
- (c) Registered Nurse. 2 FTE Registered Nurses (RN) and one .6 FTE RN will be scheduled during the week. A proposed schedule is attached. See Appendix A.
- (d) Licensed Practical Nurse. 5 FTE Licensed Practical Nurses ("LPN") and 1.2 FTE part-time nurses will be scheduled to work at the Detention Facility. See Appendix A.
- (e) Psychiatry 8 hours per month to be provided by a physician trained in Psychiatry and .5 FTE's per week to be provided by a psychiatric nurse.
- (f) Medical Records Technician 1 FTE.
- (g) Dentist .1 FTE's

Section 2.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by Provider to render services hereunder shall be licensed, certified or registered, as appropriate. Provider will credential and maintain copies of all continuing medical education and licensure requirements for personnel. Specifically, all personnel will obtain the following:

(a) Current personnel and new employees commencing work at the Detention Facility after the effective date of this Agreement shall be given training to obtain Certified Correctional Health Professional status within six (6) months.

(b) Compliance with all applicable regulations of NCCHC. If the County so desires, Provider will begin the NCCHC accreditation process for the Detention Facility on behalf of County.

(c) All personnel provided or made available by Provider shall be licensed, certified, or registered in their respective areas of expertise as required by applicable Alabama law.

(d) All personnel will obtain required Occupational Safety Health Administration ("OSHA"), Health Insurance Portability and Accountability Act ("HIPAA") and Blood Borne Pathogen training, certification or license.

Section 2.3 County's Satisfaction with Health Care Personnel. If County becomes dissatisfied with any health care personnel provided by Provider hereunder, or by any independent contractor, subcontractors or assignee, Provider, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County of the grounds for such dissatisfaction and in consideration of the reasons therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to County, Provider shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County has expressed dissatisfaction.

Section 2.4 Use of Inmates in the Provision of Health Care Services. Inmates shall not be employed or otherwise engaged by either Provider or County in the direct rendering of any health care services.

Section 2.5 Subcontracting and Delegation. In order to discharge its obligations hereunder, Provider may engage certain health care professionals as independent contractors rather than as employees. County consents to such subcontracting or delegation. As the relationship between Provider and these health care professionals will be that of independent contractor, Provider will not be considered or deemed to be engaged in the practice of medicine or other professions practiced by these professionals. Provider will not exercise control over the manner or means by which these independent contractors perform their professional medical duties. However, Provider shall exercise administrative supervision over such professionals necessary to ensure the strict fulfillment of the obligations contained in this Agreement. For each agent and subcontractor, including all medical professionals, physicians and nurses performing duties as agents or independent contractors of Provider under this Agreement, Provider shall provide County proof, if requested, that there is in effect a professional liability or medical malpractice insurance policy, as the case may be, in an amount of at least one million dollars (\$1,000,000) coverage per occurrence and three million dollars (\$3,000,000) in the aggregate.

ARTICLE III INFORMATION AND MEDICAL RECORDS

Section 3.1 Inmate Information. Subject to Alabama law, in order to assist Provider in providing the best possible health care services to inmates, County will provide Provider with information pertaining to inmates that Provider and County mutually identify as reasonably necessary for Provider to adequately perform its obligations hereunder.

Section 3.2 Provider Records Available to County with Limitations on Disclosure. Provider shall make available to County, at County's request, records, documents and other papers relating to the direct delivery of health care services to inmates hereunder. County understands that written operating policies and procedures employed by Provider in the performance of its obligations hereunder are proprietary in nature and will remain the property of Provider and shall not be disclosed without written consent. Information concerning such may not, at any time, be used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or as permitted or required by law, unless such disclosure is approved in advance writing by Provider. Proprietary information developed by Provider shall remain the property of Provider.

Section 3.3 County Records Available to Provider with Limitations on Disclosure. During the term of this Agreement and for a reasonable time thereafter, County will provide Provider, at Provider's request, County's records relating to the provision of health care services to inmates as may be reasonably requested by Provider or as are pertinent to the investigation or defense of any claim related to Provider's conduct. Consistent with applicable law, County will make available to Provider such inmate medical records as are maintained by County, hospitals and other outside health care providers involved in the care or treatment of inmates (to the extent County has any control over those records) as Provider may request. Any such information provided by County to Provider that County considers confidential, and to which County informs Provider, shall be kept confidential by Provider and shall not, except as may be required by law, be distributed to any third party without the prior written approval of County.

Section 3.4 Medical Records.

(a) Provider shall maintain complete and accurate medical records for each inmate of the Detention Facility. Provider shall, at its own cost, provide all medical records, forms, jackets and other materials necessary to maintain the medical records. Each medical record will be maintained in accordance with applicable Alabama and Federal laws and County's policies and procedures. Each medical record shall be kept separate from the inmate's confinement record. A complete legible copy of the applicable medical record shall be available, at all times, to County as custodian of the inmate. Medical records shall be kept confidential. Subject to applicable law regarding confidentiality of such records,

Provider shall comply with Alabama law and County's policy with regard to access by inmates and Detention Facility staff to medical records. No information contained in the medical records shall be released by Provider except as provided by County's policy, by a court order, or otherwise in accordance with applicable law.

(b) At the termination of this Agreement, all medical records shall be delivered to and remain with County. However, County shall provide Provider with reasonable ongoing access to all medical records even after the termination of this Agreement for the purposes of defending litigation.

ARTICLE IV: MEETINGS AND REPORTS

Section 4.1 Quarterly Meeting. The Corporate Medical Director/CEO will meet quarterly with the Sheriff and Detention Facility command staff. Such quarterly meetings will include reviewing quality assurance reports, expenses of Provider and County and any other matter applicable to this Agreement the parties wish to discuss.

Section 4.2 Regular Reports by Provider to County. Provider shall provide to County, on a date and in a form mutually acceptable to Provider and County, reports relating to services rendered under this Agreement.

ARTICLE V: CLINIC SPACE, EQUIPMENT, INVENTORY AND SUPPLIES

Section 5.1 General. County agrees to provide Provider with reasonable and adequate office and medical space, facilities, equipment, local telephone and telephone line and utilities, and County will provide necessary maintenance and housekeeping of the office space and facilities. It is the responsibility of the provider to inventory existing equipment and then maintain it for future use.

Section 5.2 Delivery of Possession. County will provide to Provider, beginning on the date of commencement of this Agreement, possession and control of all County medical and office equipment and supplies in place at the Detention Facility. A mutually agreed upon record will be made of all medical and office equipment and supplies present at that time. At the termination of this or any subsequent Agreement, Provider will return to County's possession and control all medical and office equipment and supplies, in working order, reasonable wear and tear excepted, which were in place at the Detention Facility prior to the commencement of services under this Agreement, as documented by the mutually agreed upon record.

Section 5.3 Maintenance and Replenishment of Equipment. Except for the equipment and instruments owned by County at the inception of this Agreement, any equipment or instruments required by Provider during the term of this Agreement shall be purchased by Provider at its own cost. All maintenance and repair of equipment and

instruments will be conducted at Provider 's expense, unless the need for maintenance or repair directly resulted from the intentional actions or negligence of a County employee or agent. At the end of this Agreement, or upon termination, County shall be entitled to purchase Provider 's equipment and instruments upon a mutually agreed depreciation schedule.

ARTICLE VI: TERM AND TERMINATION OF AGREEMENT

Section 6.1 Term. This Agreement shall commence on October 1, 2010. Pursuant to Code Section 14-6-20, the initial term of this Agreement shall end on September 30, 2013, and may be extended for additional one-year terms, if mutually agreeable to both parties.

Section 6.2 Termination. This Agreement may be terminated as otherwise provided in this Agreement or as follows:

(a) Termination by Agreement. In the event that each of the parties mutually agrees in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Termination by Cancellation. This Agreement may be canceled without cause by Provider upon sixty (60) days prior written notice in accordance with Section 10.2 of this Agreement.

(c) Termination at Will of County. Pursuant to the Code Section 14-6-20, Provider may be removed at the will of the County Commission.

(d) Termination Upon Material Breach. Either party may terminate this Agreement upon written notice if, within ten (10) days after delivery of a notice of material breach, the breaching party has not cured the material breach to the reasonable satisfaction of the non-breaching party.

Section 6.3 Transition. In the event that either party hereto elects to terminate this Agreement, the parties shall negotiate an orderly transition process and produce a written plan of transition.

Section 6.4 Responsibility for Inmate Health Care. Upon the effective date of termination of this Agreement, all responsibility for providing health care services to all inmates will immediately transfer from Provider to County.

ARTICLE VII. COMPENSATION

Section 7.1 Base Compensation. County will pay to Provider the monthly base price of \$135,208.67 during the initial term of this Agreement, payable monthly. During the second year of the contract, pricing will include an increase equal to the Medical Price Index (MPI) component of the current US Department of Labor's Consumer Price Index(CPI), but not to exceed 3% over the first year's price. During the third year, pricing will include an increase equal to the Medical Price Index (MPI) component of the current US Department of Labor's Consumer Price Index(CPI), but not to exceed 3% over the second year's price. Provider will bill County prior to the month in which services are to be rendered. County agrees to pay Provider prior to the tenth (10th) day of each month. In the event this Agreement should commence or terminate on a date other than the first or last day of any calendar month, compensation to Provider will be pro-rated accordingly for the shortened month. The base price of the contract shall include a pool of \$250,000 dollars to be used for non-formulary drugs as described in 1.2(e) the balance of the monies in this pool shall go to provide for any dental services exceeding the \$41,000 dollar annual budget and for the off-site care of the covered inmates. The excess medical insurance coverage will be provided by Montgomery County under separate contract. Once the pool is exhausted the county will be responsible for 100% of all non-formulary drugs, dental cost and off-site cost (not covered by the excess medical insurance coverage).

Section 7.2 Inmates From Other Jurisdictions. Medical care rendered within the Detention Facility to inmates from jurisdictions outside Montgomery County, and housed in the Detention Facility pursuant to written contracts between County and such other jurisdictions or the State of Alabama, or by statute will be the responsibility of Provider, but as limited by Sections 1.5 and 1.6. Medical care that cannot be rendered within the Detention Facility will be arranged by Provider, but Provider shall have no financial responsibility for such services to those inmates.

Section 7.3 Responsibility For Work Release Inmates. Notwithstanding any other provisions of this Agreement to the contrary, both parties agree that County inmates assigned to work release, including work for County agencies, are themselves personally responsible for the costs of any medical services performed by providers other than Provider, when the illness or injury is caused by and results directly or indirectly from the work being performed, or when such illness or injury is treated while the inmate is on Work Release. Injuries to County inmates, from whatever cause, assigned to work crews and while performing labor for County are likewise excluded from Provider's responsibility.

ARTICLE VIII: LIABILITY AND RISK MANAGEMENT

Section 8.1 Insurance. At all times during this Agreement, Provider shall maintain professional liability insurance covering Provider and its employees for its work at the Detention Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. At

all times during this Agreement, Provider shall maintain general liability insurance covering Provider and its employees for its work at the Detention Facility in the minimum amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. In the event that the coverage changes, Provider will notify County in writing. Provider will also notify County, in writing, of any reduction in policy amounts or cancellation of insurance coverage if the new limits fall below the limits agreed to with County. Upon written request, Provider shall provide a Certificate of Insurance evidencing the above policy levels and shall name County as an additional insured.

Section 8.2 Lawsuits Against County. In the event that any lawsuit is filed against County, its elected officials, employees and agents based on or containing any allegations concerning Provider's medical care of inmates and the performance of Provider's employees, agents, subcontractors or assignees, the parties agree that Provider, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as parties defendant in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them in a court of law. Nothing herein shall prohibit any of the parties to this Agreement from joining the remaining parties hereto as defendants in lawsuits filed by third parties.

Section 8.3 Hold Harmless.

(a) Provider agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the operation and maintenance of the aforesaid program of primary health care services conducted by Provider, it being the express understanding of the parties hereto that Provider shall provide the actual primary health care services. County shall promptly notify Provider of any incident, claim or lawsuit of which County becomes aware and shall fully cooperate in the defense of such claim, but Provider shall retain sole control of the defense while the action is pending, to the extent allowed by law.

(b) Notwithstanding the foregoing, County does hereby agree to indemnify and hold harmless Provider, its agents, servants, employees and medical staff from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind arising out of the negligence of the Detention Facility, the County or their employees.

ARTICLE IX: SECURITY

Section 9.1 General. Provider and County understand that adequate security services are essential and necessary for the safety of the agents, employees and subcontractors of Provider as well as for the security of inmates and County's staff. County will take all reasonable steps to provide sufficient security to enable Provider to

safely and adequately provide the health care services described in this Agreement. It is expressly understood by County and Provider that the provision of security and safety for Provider personnel is a continuing precondition of Provider's obligation to provide its services in a routine, timely and proper fashion.

Section 9.2 Loss of or Damage to Equipment and Supplies. County shall not be liable for loss of or damage to equipment and supplies of Provider, its agents, employees or subcontractors, unless such loss or damage was caused by the intentional conduct or negligence of County, its employees, or agents.

Section 9.3 Off-Site Security. County will provide prompt and timely security as necessary and appropriate in connection with the transportation of any inmate between the Detention Facility and any other location for off-site services as contemplated herein.

ARTICLE X: MISCELLANEOUS

Section 10.1 Independent Contractor Status. The parties acknowledge that Provider is an independent contractor engaged to provide medical care to inmates at the Detention Facility. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employment relationship, or a joint venture relationship between the parties.

Section 10.2 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party(s) at the following address or to any other person at any other address as may be designated in writing by the parties:

County: Montgomery County

QCHC, Inc.: Dr. Johnny E. Bates
200 Narrows Pkwy Suite A
Birmingham, Alabama 35242

Notices shall be effective upon receipt regardless of the form used.

Section 10.3 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Alabama, except as specifically noted.

Section 10.4 Arbitration. To the fullest extent permitted by law, Provider and County agree to arbitrate any dispute between them arising out of or in any way related to this Agreement or the relationship between the parties. Any and all disputes between Provider and County must be submitted to binding arbitration under the rules for the arbitration of disputes promulgated by the American Arbitration Association ("AAA"). Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County between the Montgomery County Commission and QCHC, Inc.

Section 10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. All prior negotiations, agreements and understandings with respect to the subject matter of this Agreement are superseded hereby.

Section 10.6 Amendment. This Agreement may be amended or revised only in writing and signed by all parties.

Section 10.7 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

Section 10.8 Other Contracts and Third-Party Beneficiaries. The parties acknowledge that Provider is neither bound by nor aware of any other existing contracts to which County is a party and which relate to the providing of medical care to inmates at the Detention Facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third-party beneficiaries hereof.

Section 10.9 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

Section 10.10 Liaison. The Sheriff shall serve as the liaison with Provider.

Section 10.11 Cooperation. On and after the date of this Agreement, each party shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

Section 10.12 Time of Essence. Time is and shall be of the essence for this Agreement.

Section 10.13 Authority. The parties signing this Agreement hereby state that they have the authority to bind the entity on whose behalf they are signing.

Section 10.14 Binding Effect. This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

Section 10.15 Cumulative Powers. Except as expressly limited by the terms of this Agreement, all rights, power and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law on in equity.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

MONTGOMERY COUNTY, ALABAMA

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of the Montgomery County Commission, a political subdivision of the State of Alabama, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, ___ executed the same voluntarily for and as the act of said Montgomery County Commission, on the day the same bears date.

Given under my hand this _____ day of _____ 2007.

Notary Public _____

My Commission Expires: _____

QCHC, INC.

By: _____

Its: _____

STATE OF ALABAMA)

COUNTY OF _____)

I, the undersigned Notary Public in and for said County and State, hereby certify that _____, whose name as _____ of QCHC, Inc., an Alabama corporation, is signed to the foregoing Health Services Agreement, and who is known to me, acknowledged to me on this day that, being informed of the contents of the Health Services Agreement, ___ executed the same voluntarily for and as the act of said QCHC, Inc., on the day the same bears date.

Given under my hand this _____ day of _____ 2007.

Notary Public _____

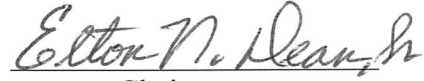
My Commission Expires: _____

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Tuesday, October 12, 2010, at 8:00 in the morning.



Administrator



Chairman