

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

January 26, 2009

INFORMATION SESSION

Chairman Strange called the Meeting to Order at 8:00 a.m. The meeting was held at the Montgomery County Administration Building, Courthouse Annex I.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

DISCUSSION ITEMS BY COMMISSIONERS

Chairman Strange discussed the closing of Pintlala Elementary School and asked Deputy Administrator Mitchell to set up a meeting with Montgomery Public School Superintendent John Dilworth and Beverly Ross to discuss the issue.

COMMENTS FROM COUNTY ATTORNEY TYRONE C. MEANS

County Attorney Tyrone C. Means briefed the Commission regarding the ES&S claim. Attorney Means stated that an insurance claim has been filed with the County's insurance company, but no decision has been made.

DISCUSSION ITEMS BY COMMISSIONERS

Commissioner Williams requested a \$1,000 miscellaneous appropriation be added from his account for the Second Chance Foundation for Counseling Services and Academic Remediation for at-risk children expelled from the Montgomery Public School System. The Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

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

PRESENTATION BY SELMA "SMOKEY" RUSSELL AND EARNESTINE WOODS WITH BUFFALO SOLDIERS AND TROOPERS M C OF ALABAMA MONTGOMERY CHAPTER, INC.

Selma "Smokey" Russell with the Buffalo Soldiers briefed the Commission regarding the Commemorative Ride February 13-14, from Selma to Montgomery, to raise funds for an

endowment for the ASU Scholarship Fund and overhead expenses for a Montgomery Luncheon/Dinner Event.

Commissioner Williams requested a \$1,000 miscellaneous appropriation be added for the Buffalo Soldiers. Chairman Strange, Vice Chairman Dean, Commissioner Polizos and Commissioner Ingram requested a \$500 miscellaneous appropriation be added from each of their accounts for the same purpose. The Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY DIRECTOR OF ELECTIONS TREY GRANGER

Director of Elections Trey Granger briefed the Commission regarding a Position Fill Request for Assistant Chief Clerk for the Probate Judge's Office, which appears on the agenda. Mr. Granger stated that Jane Harrell Williams resigned her position as Assistant Chief Clerk and that the vacancy will have a devastating impact on the daily operation of the Probate Judge's Office if the position is not filled. Chairman Strange informed the Commission that the register for this position is still current and that he and Vice Chairman Dean met with Probate Judge Reese McKinney, Jr., and they support the request to fill this position.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown briefed the Commission regarding a Memorandum of Understanding with the Alabama Administrative Office of Courts in support of a Montgomery County Drug Court Grant. Mr. Brown stated that this is a non-matching grant in the amount of \$10,000. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Brown updated the Commission regarding a GPS Electronic Monitoring Request for Proposal. Mr. Brown stated that he has sent the specifications to Assistant Director of Support Services Pat Silas for review, and it would also be sent to the County Attorney for his opinion.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented a Contract with Environmental-Materials Consultants, Inc., to provide professional services at Annex I. Deputy Administrator Mitchell stated that mold had been detected in vinyl wall covering around windows on the 3rd Floor of Annex I, and it would cost approximately \$1,800 for the mold removal design service. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a list of the current Board Members of the Southeast Alabama Emergency Medical Services Council, Inc., all of whom had agreed to be reappointed. After discussion, the Commission agreed to waive rules and add the Board Member reappointments to the agenda.

Administrator Mims presented a memorandum which stated, "The County Commission, during its meeting on January 12, 2009, agreed to consider the reappointments of Mr. Willie Jones, Mr. James E. Williams, and Mr. Paul Cooper to the Montgomery County Community Punishment & Correction Authority." Administrator Mims stated that there was one additional vacancy and Chairman Strange recommended Lawson Bryan be considered for appointment. After discussion, the Commission agreed to waive rules and add the Board Member reappointments and the appointment of Lawson Bryan to the agenda.

Administrator Mims presented a letter from Freedom Forums, Inc., President Peter R. McCoy requesting a \$500 appropriation from each Commissioner for the Annual 5th Grade Field Trip for Montgomery County Schools. After discussion, the Commission agreed to add a \$400 miscellaneous appropriation from each Commissioner's account for this purpose.

Administrator Mims presented a letter from Emergency Management Agency Director Steve Jones requesting authorization of a GIS Analyst Position at the Montgomery City/County Emergency Management Agency. After discussion, the Commission agreed to waive rules and add this request to the agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell requested approval to amend the Professional Services Contract with Walter Hopkins Company regarding County Archives move to Annex III. Deputy Administrator Mitchell stated that due to the amount of records at the State Archives, the County would need to extend the terms of service and increase the original amount by \$2,100.00 for three days. After discussion, the Commission agreed to waive rules and add this amendment to the agenda.

COMMENTS FROM COMMISSIONERS

Chairman Strange asked Administrator Mims to invite Ken Upchurch and Percy Thomas with T.C.U. Consulting Services, Inc., to the second meeting in February to give the Commission a reconciliation of funds for all of the construction projects.

PRESENTATION BY ATTORNEY LUTHER STRANGE WITH STRANGE, LLC AND ATTORNEY KYLE JOHNSON

Attorney Luther Strange with Strange, LLC and Attorney Kyle Johnson briefed the Commission regarding the Outer Loop Project. Attorney Johnson recommended the Commission adopt a Resolution, which appears on the agenda, to enter into a public-private partnership with Focus 2000 of the Wiregrass, Inc., an Alabama nonprofit corporation, to construct, operate and maintain a public thoroughfare through Montgomery County and surrounding counties as part of a project to improve general public transportation and to increase efficiency for hurricane evacuation by providing more direct access to the gulf coast and Interstate 10 by constructing a new public road to connect Interstate 85 and Interstate 65 in Montgomery County with a new public road to be constructed by Focus 2000 through Houston, Dale and Geneva Counties in Alabama. Chairman Strange stated that Focus 2000's goal is to have an Outer Loop connect to a

Toll Road that will eventually connect to the State of Florida. He stated that the Outer Loop Toll Road would be owned by Focus 2000 until the Bonds are paid, and then title to the Project will be transferred to the County at no additional cost. Chairman Strange noted that in the proposed Resolution, where it reads “The Chairman of the Commission . . .” should be changed to read “The Chairman or Vice Chairman of the Commission . . .” The Commission agreed.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the 2008-2009 County Levies for Alcoholic Beverages from the Alcoholic Beverage Control Board. The Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented a proposed resolution regarding Tobacco-Free Zones at Parks and Playgrounds. The Commission agreed to place this item on the next agenda.

COMMENTS FROM COMMISSIONERS

Chairman Strange briefed the Commission regarding a Memorandum of Understanding for Ag funds to be disbursed to the City of Montgomery for the promotion of agriculture. The money will be used to develop an Alabama Aquarium. Chairman Strange stated that the City of Montgomery is requesting that the County contribute \$7,500.00. After discussion, the Commission agreed to place a Budget Change Request on the next agenda for the Alabama Aquarium project.

Chairman Strange briefed the Commission regarding a Letter Agreement with MOBIS Alabama, LLC. Chairman Strange stated the Letter Agreement was signed in 2007, but it was never approved by the Commission. The Commission agreed to place this item on a future agenda.

Chairman Strange presented a resignation letter from former Chief Appraiser Will Martin.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake reviewed with the Commission agenda Items No. 5 and 9 and recommended approval. He also mentioned that he had delivered a Memorandum of Understanding to John Hall concerning Mr. Hall’s request for the County to vacate a portion of the right-of-way at the AL110 / Flowers Road intersection in Cecil.

Mr. Speake discussed the Pike / Vaughn Road intersection project with the Commission. The contractor plans to resume work on the west side of Pike Road tomorrow if favorable weather continues as forecasted. The recent cold, rainy weather has delayed work progress and weather conditions will control the estimated completion date.

The contractor has resumed the resurfacing work on Wasden Road. Progress on this resurfacing project has also been slowed due to the recent rains and cold weather.

COMMENTS FROM COMMISSIONERS

Chairman Strange briefed the Commission regarding an Audit Report from Contract Personal Property Auditor Jane Mardis.

Chairman Strange briefed the Commission regarding a letter from Waugh-Mount Meigs Volunteer Fire Protection Authority President Alma J. Bowen regarding the status of issues addressed at the June 10, 2008 Commission meeting. Chairman Strange asked Administrator Mims to write in response the status of these issues.

Commissioner Williams informed the Commission that Alabama State University will be hosting the Alabama High School Athletic Association (AHSAA) Central Regional Basketball Tournament. After discussion, the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda.

Commissioner Ingram requested a \$1,500 miscellaneous appropriation be added from his account for the Alabama Cattlemen's Association, for the Cattle Show during the rodeo at the Southeastern Livestock Expo. The Commission agreed to waive rules and add this item to the agenda. The Commission agreed to place a Budget Change Request in the amount of \$3,500 on the next agenda for the same purpose.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from An Justice For All, Inc. Founder/CEO Julliette Bennette requesting a \$5,000 appropriation to assist the An Justice For All programs. Commissioner Williams asked Administrator Mims to invite Ms. Bennette to the next meeting to brief the Commission regarding the program.

COMMENTS FROM COMMISSIONERS

Vice Chairman Dean informed the Commission that the pressbox at Seth Johnson School burned down and the fire also destroyed all of the baseball equipment for the Baseball Southern League.

RECESS TO FORMAL SESSION

Chairman Strange recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Strange welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Parks and Recreation Superintendant James Williams at the request of Vice Chairman Dean.

The Pledge of Allegiance was led by Commissioner Ingram.

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

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of January 12, 2009. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

CONSENT AGENDA

Chairman Strange presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Polizos made a motion to approve the Accounts Payable and Payroll Checks, as presented by Chairman Strange. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 3, are attached to these Minutes.)

RESOLUTION

ADOPTED RESOLUTION REGARDING THE 109th ANNIVERSARY OF HUTCHINSON MISSIONARY BAPTIST CHURCH

Chairman Strange requested adoption of the following Resolution:

RESOLUTION

WHEREAS, a group of interested Baptist Christians met in a vacant building in the year 1900 to discuss the formation of a new church, to be named The People's Baptist Church; and

WHEREAS, the church was form under the directorship of Dr. N.N. Neely and the leadership of Reverend J.D. Williams; and

WHEREAS, over the past century, the congregation has increased in number under the divine spiritual leadership of five pastors: Reverend G.W. Williams, Reverend J.N. Hollis, Dr. H.H. Johnson, Reverend Henry Marion Steele and Reverend G.W.C. Richardson, Jr.; and

WHEREAS, in 1934, the church was officially renamed Hutchinson Street Baptist Church; and

WHEREAS, the church and its congregation stood strong in the wake of violence when the church was bombed in 1957, due to its direct involvement and support of the Bus Boycott; and

WHEREAS, the church was officially renamed the Hutchinson Missionary Baptist Church in 1986 and continues to make a lasting impact in the lives of Montgomery County citizens;

WHEREAS, since its inception, the members of Hutchinson Street Baptist Church have been dedicated to serving God and their fellow man, and have been blessed with a loving, close knit

congregation, which has contributed immeasurably to the lives and faith of its many members over the past one hundred nine years and which will continue to nourish their souls as the church embarks on its second century of service and fellowship in Christ;

NOW, THEREFORE, BE IT RESOLVED that the Montgomery County Commission does hereby recognize Hutchinson Missionary Baptist Church on the occasion of its 109th anniversary and extends our congratulations, as they celebrate this momentous occasion on Sunday, February 8, 2009.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 26th day of January, 2009.

End of Resolution

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

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION REGARDING THE OUTER LOOP PROJECT

The Administrator presented the following resolution for adoption regarding The Outer Loop Project:

RESOLUTION OF THE MONTGOMERY COUNTY COMMISSION

WHEREAS, the Montgomery County Commission (the “Commission”), the governing body of Montgomery County, Alabama (the “County”) has received an unsolicited proposal from Focus 2000 of the Wiregrass, Inc., an Alabama nonprofit corporation (“Focus 2000”) to enter into a public-private partnership in order to construct, operate and maintain a public thoroughfare through Montgomery County and surrounding counties as part of a project to improve general public transportation and to increase efficiency for hurricane evacuation by providing more direct access to the gulf coast and Interstate 10 by constructing a new public road to connect Interstate 85 and Interstate 65 in Montgomery County with a new public road to be constructed by Focus 2000 through Houston, Dale and Geneva Counties in Alabama (the “Project”); and

WHEREAS, except as otherwise provided herein, Focus 2000 and the County have agreed that the construction of the portion of the Project located in Montgomery County will begin prior to commencement of construction related to the portion of the Project located in Houston, Dale, Pike, and Geneva Counties or any other portion of the Project; and

WHEREAS, the Commission has determined that the Project will not only improve the public transportation system for Montgomery County and the State of Alabama by providing north-south access for Interstate 85 and Interstate 65, but will encourage development and promote for the public good and general welfare, trade, commerce, industry and employment opportunities; and

WHEREAS, Focus 2000 proposes to construct the Project with the least cost of capital by accessing tax exempt bond financing by establishing a qualifying public-private partnership with the County in compliance with the provisions and requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26 issued by the Internal Revenue Service; and

WHEREAS, Focus 2000 will itself qualify or will create a new nonprofit entity to meet the requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26 (for purposes of this Resolution the entity meeting the requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26 shall hereinafter be referred to as "Focus 2000"), including the County having a beneficial interest in Focus 2000, and Focus 2000 will (i) act as a conduit to issue tax exempt bonds (the "Bonds") to fund the development of the Project and (ii) operate and maintain the Project after construction is completed; and

WHEREAS, in order to pay for the Bonds, the Project will be constructed as a toll road with access on to and off of the Project controlled by appropriate toll collection mechanisms operated by Focus 2000, and any revenues derived from the Project will be applied to bond debt service payments and operation and maintenance expenses of the Project,

WHEREAS, in order to comply with Revenue Ruling 63-20 and Revenue Procedure 82-26, the County, as the governmental unit selected to participate in the Project, must approve both Focus 2000 as the 82-26 entity and the Bonds to be issued by Focus 2000 by an affirmative vote of the Commission; and

WHEREAS, once the Bonds are paid, title to the Project will be transferred to the County for no additional cost to the County; and

WHEREAS, after careful study and investigation, the Commission, as the governing body of the County acting for and on behalf of the County and in furtherance of the public purpose for which the County was created, has resolved to enter into a public-private partnership with Focus 2000 and to accept and approve Focus 2000 as the 82-26 entity (i) to construct, operate and maintain the Project and (ii) to issue tax exempt bonds to assist in financing the acquisition, construction, installation and equipping of the Project and has further resolved to enter into inter-governmental agreements with Pike and Dale Counties to act as sole sponsor of the Project in order to comply with the requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Montgomery County Commission, as follows:

Section 1. In order to improve the public transportation system for Montgomery County

and the State of Alabama, to encourage development and to promote for the public good and general welfare, trade, commerce, industry and employment opportunities, the Commission hereby agrees to cooperate with Focus 2000 as the designated 82-26 Entity, to (a) insure the County has a beneficial interest in Focus 2000 as well as the governmental entity with exclusive beneficial interest in the Project, (b) insure that the construction of the portion of the Project located in Montgomery County, including construction of a new public road to connect Interstate 85 and Interstate 65, will begin prior to commencement of construction related to the portion of the Project located in Houston, Dale, Pike, and Geneva Counties and (c) to otherwise insure compliance by Focus 2000 with the requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26 issued by the Internal Revenue Service.

Section 2. For the purpose of financing the costs of acquiring, constructing and equipping the Project, the Commission hereby agrees to review and approve the issuance of revenue Bonds by Focus 2000. The County will insure that the Bonds are issued nonrecourse as to the County and the State of Alabama. In addition, in the event of a default in the payment of the Bonds by Focus 2000, though the County shall have no legal responsibility for making any payments under the Bonds, only the County will have the right to purchase the Project for the outstanding balance of the Bonds. When the Bonds are paid, legal title to the Project shall be transferred to the County at no additional cost to the County.

Section 3. The Chairman or the Vice Chairman of the Commission is hereby authorized and directed to execute and deliver any document or instrument or to perform any act necessary, in his opinion and discretion and with the advice of the County attorney, to assist Focus 2000 in complying with the requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26.

Section 4. The Commission has determined that the County has a substantial connection to entire Project, and therefore, the Chairman or the Vice Chairman of the Commission is hereby authorized to negotiate with the county commissions in Pike and Dale Counties and with advice of the County Attorney to enter into inter-governmental agreements to allow Montgomery County to be the sole sponsor of the Project, including the portions of the Project traversing Pike and Dale Counties.

Section 5. The Chairman or the Vice Chairman of the Commission is hereby authorized to take any and all further action and to execute any and all additional documents or instruments and certificates which are necessary or desirable to complete the transactions contemplated herein and in any manner connected with Focus 2000 and compliance with the requirements of Revenue Ruling 63-20, Revenue Procedure 82-26, the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

Section 6. Notwithstanding the provisions of Section 1 above, the Commission agrees that if for any reason the County is unable to initiate and proceed with the construction of the Montgomery portion of the Project within a reasonable period of time, Focus 2000 may proceed with the construction of any other portion of the Project.

Section 7. The Commission hereby further resolves and declares that utilizing Focus 2000 and the public-private partnership contemplated herein is in the best interests of the citizens

of the County and the State of Alabama and is necessary in order to improve the public transportation system and to provide economic benefit through trade, commerce, industry and employment opportunities.

The above and foregoing Resolution is adopted and approved on this the ____ day of _____ 200__, by the Commission.

Chairman of
The Montgomery County Commission

Authenticated:

Chief Administrative Officer

Commissioner _____ moved that the Resolution be adopted, which motion was seconded by Commissioner _____, and, upon said motion being put to vote, the following vote was recorded:

_____ YEAS

_____ NEAS

the Chairman thereupon announced that said motion had passed and the Resolution was adopted.

End of Resolution

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

Chairman Strange informed the audience that there would be a press conference following the Formal Session explaining what the Commission will be doing regarding the Outer Loop.

Mr. Ingram stated he was excited it was happening.

COUNTY COMMISSION – APPROVED CONTRACT WITH CENTRAL ALABAMA
REGIONAL PLANNING AND DEVELOPMENT COMMISSION FOR SPECIALIZED
GRANT DEVELOPMENT SERVICES

The Administrator requested approval of the following agreement with Central Alabama Regional Planning and Development Commission for Specialized Grant Development Services:

STATE OF ALABAMA
MONTGOMERY, ALABAMA

BASIC AGREEMENT

THIS AGREEMENT is entered into as of this ____ day of January 2009, between the Montgomery County Commission, hereinafter called the "Commission" and the Central Alabama Regional Planning and Development Commission, hereinafter called "CARPDC", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the Commission desires to engage CARPDC in the pursuit of specialized grant development services beyond the usual grant writing assistance already provided by the agency. Such specialized services involve identification of grant sources, highly technical grant writing and the provision of an exceptionally qualified grant writer. CARPDC personnel will work closely with the Commission to establish grant priorities and coordinate all production responsibilities necessary to meet established grant deadlines.

NOW, THEREFORE, the Commission and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The Commission agrees to engage CARPDC and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in the scope of this Agreement.

CHANGES

Either party may request changes to this Agreement. Such changes, including any increase or decrease in the amount of compensation shall be mutually agreed upon by both parties and, when necessary, approved by the relevant funding agency. All agreed upon changes shall be incorporated as written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and shall continue until completion of twelve (12) months with an automatic annual renewal unless otherwise cancelled by the Commission in writing at least thirty (30) days prior to the end of the Agreement period.

FINANCIAL

1. Compensation

The Commission agrees to pay a lump sum fee of five (5) percent of all secured grant funding to CARPDC. No fee will be charged for unsuccessful grant applications. The grant writing fee is limited to preparation and filing of any approved grant request. An additional three (3) percent fee will be charged for grant administration if no grant administration cost reimbursement is provided in the grant. If the grant has an administration cost reimbursement, then the grant administration fee will be equal to the reimbursable amount not to exceed three (3) percent.

2. Method of Payment

The lump sum payment of five (5) percent of the grant award is due and payable to CARPDC within thirty (30) days of grant award notice received by the Commission. The grant administration fee will be paid quarterly at the rate proportional to project completion.

SCOPE OF SERVICES

CARPDC shall provide any or all of the following services as required by the Commission:

1. The CARPDC will make available a grant specialist and support team in the pursuit of grants and other funding for priority Commission projects.
2. Closely coordinate grant opportunities with Commission representatives to address developmental priorities.
3. Will search for grant resources which represent new opportunities for the Commission and advise officials as to their availability.
4. Provide all office spaces, computers and miscellaneous equipment for the above mentioned grant specialist.
5. Provide for travel expenses associated with the pursuit of in-state grant funding for Commission projects.
6. Will regularly provide written reports as to CARPDC grant activities undertaken on behalf of the Commission.

EXCEPTIONS

The services described in this Agreement are above and beyond those already provided to the Commission such as parks, economic development, community development and weatherization program grants, which have their own reimbursable grant administration fee provisions and will not be subject to the terms of this agreement.

TERMINATION OF AGREEMENT

This Agreement may be terminated for the convenience of the Commission or CARPDC by submitting written notice to either party sixty (60) days in advance of the date which the Commission or CARPDC desires the Agreement to be terminated. Upon termination, CARPDC shall be allowed to complete grant applications already in process as per the terms of the Agreement or be compensated for services already rendered at an hourly rate agreed upon by both parties for documented billable hours.

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the Commission, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, CARPDC shall not be relieved of liability to the Commission for damages sustained by the Commission by virtue of any breach of the Contract by CARPDC, and the Commission may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the Commission from CARPDC is determined.

DISPUTE PROVISIONS

If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama.

OTHER PROVISIONS

1. Assignability
CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the Commission.
2. Inspections
At any time during normal business hours and as often as the Commission or any funding agency or their designated representative may deem necessary, CARPDC agrees to make available for examination all the records with respect to matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by the Agreement.

IN WITNESS WHEREOF, the Commission and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

Montgomery County Commission

Central Alabama Regional
Planning and Development Commission

Todd Strange, Chairman

Bill J. Tucker
Executive Director

ATTEST:

ATTEST:

Donald L. Mims
County Administrator

Ashley Bowdoin
Office Manager

End of Agreement

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

YOUTH FACILITY – APPROVED JUVENILE ACCOUNTABILITY BLOCK GRANT
SUBGRANT AWARD FOR MONTGOMERY COUNTY JUVENILE COURT WAIT
PROGRAM WITH ADECA; SUBGRANT NUMBER 06-JB-15-003

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of Juvenile Accountability Block Grant Subgrant Award for Montgomery County Juvenile Court Wait Program:

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Court Administrator
Date: January 22, 2009
Re: W.A.I.T. Program Continuation Grant

I am requesting that the contract for the W.A.I.T. Program Continuation Grant be placed on the agenda for the County Commissioner's approval at their next meeting.

Thank you for your consideration.

End of Memorandum

Mr. Polizos made a motion to approve the Juvenile Accountability Block Grant Subgrant Award. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Grant Award, Agenda Pages 3-2 through 3-5, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT WITH ALABAMA GAS CORPORATION REGARDING GAS SERVICE TO 220 S. MCDONOUGH STREET, COURTHOUSE & DETENTION FACILITY; AND 225 S. MCDONOUGH STREET, DETENTION FACILITY EXPANSION, SUBJECT TO REVIEW BY THE COUNTY ATTORNEY

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Alabama Gas Corporation Contracts regarding Gas Service:

January 22, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Contracts for Gas Service

Attached are two contracts for Gas Service that were previously discussed during the information session of the January 12, 2009 Commission meeting.

These contracts provide for delivery of gas service to 220 and 225 S. McDonough Street. The contracts will be approved subject to review by the County Attorney.

Please approve these new contracts at the next Commission meeting on January 26, 2009.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Contracts, Agenda Pages 4-2 through 4-23, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED SUPPLEMENTAL AGREEMENT NUMBER 2 WITH CARDWELL CORPORATION REGARDING INTERSECTION IMPROVEMENTS AT PIKE AND VAUGHN ROAD

The Administrator presented the following memorandum from County Engineer George C. Speake requesting approval of Supplemental Agreement Number 2 regarding intersection improvements at Pike and Vaughn Road:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: January 20, 2009

RE: Supplemental Agreement No. 2
Intersection Improvements at Pike and Vaughn Road

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached Supplemental Agreement No. 2 concerning additional items of work associated with the ongoing Intersection Improvements at Pike and Vaughn Road. These additional costs will be paid for 50% by the private developer and 50% by the Alabama Department of Transportation (ALDOT) in accordance with our present agreement with ALDOT and will be of no additional cost to Montgomery County.

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

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Supplemental Agreement Number 2, Agenda Page 5-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 2 WITH
CANNDausON CONSTRUCTION REGARDING MONTGOMERY COUNTY
COURTHOUSE ANNEX I – PHASE 2 PROJECT

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Change Order Number 2 with CannDauSon:

January 22, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Change Order No. Two
Montgomery County Courthouse
Annex 1 – Phase 2 Project

CannDauSon Construction has submitted the attached Change Order No. Two for the Annex 1 renovation project. Change Order Number Two is comprised of items in the amount of \$135,773.37 and is forwarded to you for your approval at the next County Commission meeting on January 26, 2009.

These items were discussed during a previous Commission meeting. I agree with the recommendations of the architect and consultant and ask the Commission to approve the attached change order. Your approval of this matter is greatly appreciated.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Change Order Number 2, Agenda Pages 6-2 through 6-4, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED BID AWARD FOR AIR FILTER SERVICE, BID NO. 51901-09B-002

The Administrator presented the following memorandum from Assistant Director of Support Services Pat Silas requesting approval of bid award with Filter Service Company, Inc.:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: January 21, 2009

SUBJECT: Bid No. 51901-09B-002, Air Filter Service

Request approval of award on the above referenced bid to low bid of Filter Service Company, Inc., for the amount of \$16,805.59, be placed on the agenda for the County Commission meeting dated January 26, 2009. (copy of spread sheet attached)

This award will be for a one (1) year contract with the option to renew for two (2) years in one year periods. A price escalation may be allowed after the first year but shall not exceed 5% per year.

Coordination of award made with Paul St. John, Director of Support Services.

Your approval is appreciated.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the Bid Award. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Spread Sheet, Agenda Page 7-2, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBERS 15, 16, AND 17

The Administrator presented Budget Change Request Numbers 15, 16, and 17, County Commission Appropriations.

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

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST NUMBER 9

The Administrator presented Budget Change Request Number 9, Engineering Department.

Mr. Williams made a motion to approve the Budget Change Request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 9-1, is attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUEST FOR ASSISTANT CHIEF CLERK

The Administrator presented a memorandum from Probate Judge Reese McKinney requested approval of Position Fill request for Assistant Chief Clerk:

MEMORANDUM

To: Commissioner Todd Strange
Commissioner Elton Dean

From: Judge Reese McKinney

CC: Mr. Donnie Mims, Administrator

Date: January 13, 2009

Re: Notice of Request to fill Position – Assistant Chief Clerk

Please allow this memorandum to update each of you on the vacancy in my Assistant Chief Clerk's position. With regret, I accepted the resignation of Jane Harrell Williams late last week. Jane has decided to return to the private practice of law effective January 22, 2009. She has served as Assistant Chief Clerk for approximately three months. This position is essentially my Court Administrator and the personnel coordinator for the various probate divisions.

The Assistant Chief Clerk has historically served as a member of my senior management group and this vacancy will have a devastating impact upon our daily operation if such position is not filled immediately. I'd like your collaboration and endorsement of my sending a position fill request to the City/County personnel director so that this transition can be seamless for my staff and with minimal disruption to our overall operation. I understand the comprehensive nature of your current hiring freeze; however, I trust you will understand the potential of this position and the overall impact that leaving this position vacant would have upon the judicial component of my operation and related areas.

I would appreciate the Commission waiving the rule and placing this request on the Commission agenda so that I can move forward with this position fill request. I will be happy to address any questions you might have during the upcoming session of the Commission and would ask that you have Mr. Mims or his staff coordinate a time for the same, if you feel that a conversation on this matter is necessary. Please let me know if I can be of assistance in the interim.

End of Memorandum

Mr. Ingram made a motion to approve the position fill request for Assistant Chief Clerk. The motion was seconded by Vice Chairman Dean and unanimously approved by the Commission.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS

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

	<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
(1)	County Commission	Request Numbers 11 and 12
(2)	Probate Judge's Office	Request Number 5
(3)	Detention Facility	Request Number 2

Vice Chairman Dean made a motion to approve the travel/training requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 11-1 through 11-4, are attached to these Minutes.)

WAIVED AGENDA RULES

Chairman Strange requested that the following items be added to the agenda and his fellow Commissioners concurred:

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

The Administrator requested approval of the following miscellaneous appropriations from fund code 001-59320-499:

Buffalo Soldiers & Troopers M C of Alabama Montgomery Chapter, Inc., for an Endowment for ASU Scholarship Fund and Overhead Expenses for a Montgomery Luncheon/Dinner Event – \$3,000

The Second Chance Foundation, for Counseling Services and Academic Remediation for At-Risk Children Expelled from the Montgomery Public School System - \$1,000

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

COUNTY COMMISSION – APPROVED MEMORANDUM OF UNDERSTANDING WITH THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS IN SUPPORT OF A MONTGOMERY COUNTY DRUG COURT GRANT

The Administrator presented the following memorandum from Executive Director Paul H. Brown requesting approval of Memorandum of Understanding:

MEMORANDUM

DATE: January 16, 2009

TO: Donald L. Mims – County Administrator
Montgomery County Commission

FROM: Paul H. Brown – Exec. Director
Community Corrections

SUBJECT: \$10,000 Non-Matching Grant Opportunity – For The Drug Court
Sponsored by The Alabama Administrative Office of The Courts

Mr. Mims:

The Alabama Administrative Office of The Courts, an ardent supporter of the Drug Court initiative throughout the State of Alabama, has made available to existing Drug Courts a non-matching Grant in the amount of \$10,000. The purpose of the Grant is to “support the implementation, facilitation, and/or continuation of a drug court program.” The permitted use of these funds covers a wide range of activities that the Community Corrections Department either currently provided or plans to provide in support of the Montgomery County Drug Court.

I respectfully request that the Commission consider signing the attached Memorandum of Understanding between the Commission and the Alabama Administrative Office of the Courts for the \$10,000 non-matching Grant in support of the Montgomery County Drug Court. The Montgomery County Community Corrections Department agrees to administer and account for these funds and pledges to utilize these funds exclusively in the support of the Drug Court as stipulated in Article II – Consideration of the Memorandum of understanding.

Respectfully submitted,

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

End of Memorandum

Mr. Williams made a motion to approve the Memorandum of Understanding. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Memorandum of Understand, Agenda Pages 13-2 through 13-4, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CONTRACT WITH ENVIRONMENTAL
MATERIALS CONSULTANTS, INC. TO PROVIDE PROFESSIONAL SERVICES AT
ANNEX I

January 21, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Annex I – Phase II

Haynes Kelley of Environmental Consultants has submitted a proposal to provide professional services for survey, preparation of a specification section to cover removal of the wall covering, moldy gyp board, cleaning of the abatement design and monitoring of the removal of the mold

found in vinyl wall covering of Annex I. Thomas Lawrence of T.C.U. Consulting and I have discussed the proposal and agree this work is necessary and reasonable.

The proposal is attached for your review which also includes a breakdown of the scope of work and the times and duration of the project.

I recommend the Commission waive rules and approve this proposal at the next Commission meeting on January 26, 2009.

Attachments

End of Memorandum

Vice Chairman Dean made a motion to approve the Proposal for Professional Services regarding Annex I – Phase II. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letters and Proposal Acceptance Sheet, Agenda Pages 14-2 through 14-6, are attached to these Minutes.)

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

The Administrator presented the Board Members' Appointment Page requesting approval of eight appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Vice Chairman Dean made a motion to approve the appointment of Assistant Fire Chief Mike Smith, Annitta Love, Linda Brown, Patti Brown, John Treat, Keith Bryan, Dell Gamble, and Kitty Andrews to the Southeast Alabama Emergency Medical Services Council, Inc., with terms to run concurrently with those of the current County Commission. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Pages 15-1 and 15-2, is attached to these Minutes.)

MONTGOMERY COUNTY COMMUNITY PUNISHMENT & CORRECTION AUTHORITY
BOARD – APPROVED BOARD MEMBERS' APPOINTMENTS

The Administrator presented the following memorandum for approval:

January 22, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery County Community Punishment & Correction Authority
 Board Appointments

The County Commission, during its meeting on January 12, 2009, agreed to consider the reappointments of Mr. Willie Jones, Mr. James E. Williams, and Mr. Paul Cooper to the Montgomery County Community Punishment & Correction Authority.

There is one additional vacancy on the board and Chairman Strange has recommended that Reverend Lawson Bryan, Senior Pastor at First United Methodist Church, be considered for appointment to this position.

I am requesting that the Commission approve these four individuals for appointment to this Board.

Attachments

End of Memorandum

Vice Chairman Dean made a motion to approve the appointment of Willie Jones, James E. Williams, Paul Cooper, and Reverend Lawson Bryan to the Montgomery County Community Punishment & Correction Authority Board with terms expiring December 1, 2011. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Pages 16-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED APPROPRIATION TO FREEDOM FORUMS, INC.,
FOR THE ANNUAL 5th GRADE FIELD TRIP FOR MONTGOMERY COUNTY SCHOOLS

The Administrator presented a letter from Mr. Peter R. McCoy, President of Freedom Forums, Inc., requesting approval of funding for the annual 5th Grade Field Trip for Montgomery County Schools.

Mr. Ingram made a motion to approve funding from miscellaneous appropriations in the amount of \$2,000 to Freedom Forums for the annual 5th Grade Field Trip for Montgomery County Schools. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Letter, Agenda Page 17-1, is attached to these Minutes.)

MONTGOMERY CITY/COUNTY EMERGENCY MANAGEMENT AGENCY – APPROVED
AUTHORIZATION OF A GIS ANALYST POSITION

The Administrator presented the following letter from EMA Director Steve Jones requesting approval of authorization of a GIS Analyst position at the Montgomery City/County Emergency Management Agency:

January 6, 2009

Mr. Todd Strange, Chairman
Montgomery County Commission
251 S. Lawrence Street
Montgomery, AL 36104

Dear Mr. Strange:

As per our telephone conversation January 5, 2009, concerning the hiring of a GIS Analyst at EMA, I would like to recap our discussion with the following summary.

The cost for this GIS Analyst, which was approved in the 2009 EMA budget, totals \$50,084 annually. One half (\$25,042) will be paid through a wireless grant project leaving the remaining half to be paid by EMA. This remainder shall be split between the county and the city respectively. We will use additional state funding above our allocated amount as shown on our 2009 budget to augment the cost of the total city/county \$25,042.00 portion. I am projecting this amount to be no lower than \$8,000. With that, the total cost to the city/county will be \$17,042, being \$8,521.00 each. This alone would reduce our approved budget by \$4,000.00. Secondly, this budget was approved in October. The GIS Analyst will start approximately in the March '09 time frame. By starting 4 months into the 2009 fiscal year, the actual county budget amount will be reduced by another \$4,000.00 more or less.

I feel strongly that this position will be an asset to EMA and better prepare us to serve the needs of the citizens of Montgomery County.

Please call with any questions.

Sincerely,

/s/ Steve Jones
EMA Director

End of Letter

Mr. Ingram made a motion to approve authorization for a GIS Analyst position. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED AMENDMENT TO PROFESSIONAL SERVICES
CONTRACT REGARDING COUNTY ARCHIVES MOVE TO ANNEX III

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of Amendment to Professional Services Contract with Walter Hopkins Company:

January 23, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Montgomery County Courthouse Annex 3
County Archives Move

Walter Hopkins Company was approved to provide professional services supervising the move of county archives to the new Annex 3 building. Due to the amount of records at State Archives we will have to extend the terms of service and increase the original amount.

The cost will be an additional \$2,100.00 for three days. I recommend the Commission waive rules and approve this proposal at the next Commission meeting on January 26, 2009.

Attachments

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Memorandum and Original Proposal for the Professional Services Contract, Agenda Pages 19-2 and 19-3, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Mr. Edward Patterson addressed the Commission regarding No Man's Land.

Commission Ingram welcomed everyone to the meeting, stating it was good to see everyone.

Commission Williams said good morning to the audience.

Commission Polizos said good morning and welcomed everyone.

Vice Chairman Dean said good morning to the audience.

Chairman Strange congratulated Risk Manager Scott Kramer in his receiving the Certificate in County Administration issued by the Association of County Administrators of Alabama and The University Partnership of Alabama for Continuing Education.

Vice Chairman Dean told the audience that Mr. Kramer has saved the County a lot of money and that he appreciates what Mr. Kramer does.

Chairman Strange thanked Mr. Kramer, Assistant Risk Manager Judy Singley and the County Administrator Donald L. Mims for getting the County into the RSA Retirement System.

RECESS TO PRESS CONFERENCE

Chairman Strange recessed the Formal Session to a Press Conference which was followed by the Information Session.

PRESS CONFERENCE

Chairman Strange and his fellow Commissioners along with Mayor Charles Jinright and Luther Strange conducted a Press Conference regarding the Outer Loop Project.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

PRESENTATION BY JEFF HARRISON WITH GOODWYN, MILLS AND CAWOOD, INC.

Jeff Harrison with Goodwyn, Mills and Cawood, Inc., briefed the Commission regarding sewer line testing at the Montgomery Industrial Park. Mr. Harrison stated that the Commission would need to approve a contract for this testing and the cost would be less than \$5,000. After discussion, the Commission agreed to add this contract to the next agenda.

PRESENTATION BY BLUE GRAY NATIONAL COLLEGIATE TENNIS CLASSIC CHAIRMAN PAUL WINN, JOHN ED MATHISON AND LEWIS FIGH

Blue Gray National Collegiate Tennis Classic Chairman Paul Winn briefed the Commission regarding the 2009 Blue Gray National Tennis Tournament. John Ed Mathison and Lewis Figh also spoke in support of the tournament. After discussion the Commission agreed to place a Budget Change Request in the amount of \$5,000 on the next agenda.

PRESENTATION BY MS. CASSANDRA CROSBY AND MR. RON DRINKARD, CROSBY DRINKARD GROUP, LLC.

Cassandra Crosby and Ron Drinkard with Crosby Drinkard Group, LLC briefed the Commission regarding proposed legislation for 2009 and plans for a local legislative delegation breakfast.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from Jefferson Davis High School Director of Bands Lebaron McWhorter requesting an appropriation for the school's marching band. Commissioner Polizos requested a \$1,000 miscellaneous appropriation from his account be placed on the next agenda for this purpose.

Administrator Mims presented a letter from Alabama Governor's One-Shot Turkey Hunt Commissioner Barnett Lawley and Hunt Chairman Dan Moultrie regarding the cancellation of the 2009 Governor's Hunt.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry updated the Commissioners regarding upcoming meetings and events.

Ms. Henry informed the Commission that Ken Brenneman is the new representative for Advanced Disposal and gave each Commissioner his business card, complete with his personal cell phone number. They were to call Mr. Brenneman directly, if any of their constituents had any trash collection problems.

Ms. Henry stated that she has hired two students for the Public Relation Intern positions. They are: Imani Russell from ASU and Emilee Deprato from AUM. Ms. Russell will intern through the first week of May and Ms. Deprato will be with us until December.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell informed the Commission that he and Information Systems Director Lou Ialacci had spoken with a mailing firm regarding the processing of large volume County mail.

Deputy Administrator Mitchell stated that a bid on janitorial services for Annex III would be sent out soon.

Deputy Administrator Mitchell advised the Commission that postage to mail vehicle tags would cost the County \$1.35 and the County would charge \$2.50 for this service.

Deputy Administrator Mitchell briefed the Commission regarding the Annex III Dedication Plaque.

ADJOURNMENT

Commissioner Williams made a motion to adjourn the meeting of the Montgomery County Commission on January 26, 2009, at 11:25 a.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

JAN 26 2009

01-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-16-09

Check Number	To	Check Number
97776		97981
Total Checks Paid		\$1,616,825.90

CHECK #	PAYEE	AMOUNT	DATE
97773	Prestige Leasing & Mgmt., Inc.	\$ 595.00	01/09/09
97774	Montgomery Ford LM	\$ 25,693.14	01/09/09
97775	Benkwith and Heard PC	\$ 44,014.75	01/09/09

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

JAN 26 2009

01-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-23-09

Check Number	To	Check Number
97987		98163
Total Checks Paid		\$2,065,575.42

CHECK #	PAYEE	AMOUNT	DATE
97982	Regions Bank	\$24,260,000.00	01/15/09
97983	Servis 1 st Bank	\$ 5,000,000.00	01/15/09
97984	City of Montgomery	\$ 1,000.00	01/16/09
97985	VOIDED		
97986	Postmaster Bulk Mailing	\$ 4,877.06	01/21/09

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

Agenda

JAN 26 2009

01/26/09 Meeting

MONTGOMERY COUNTY COMMISSION

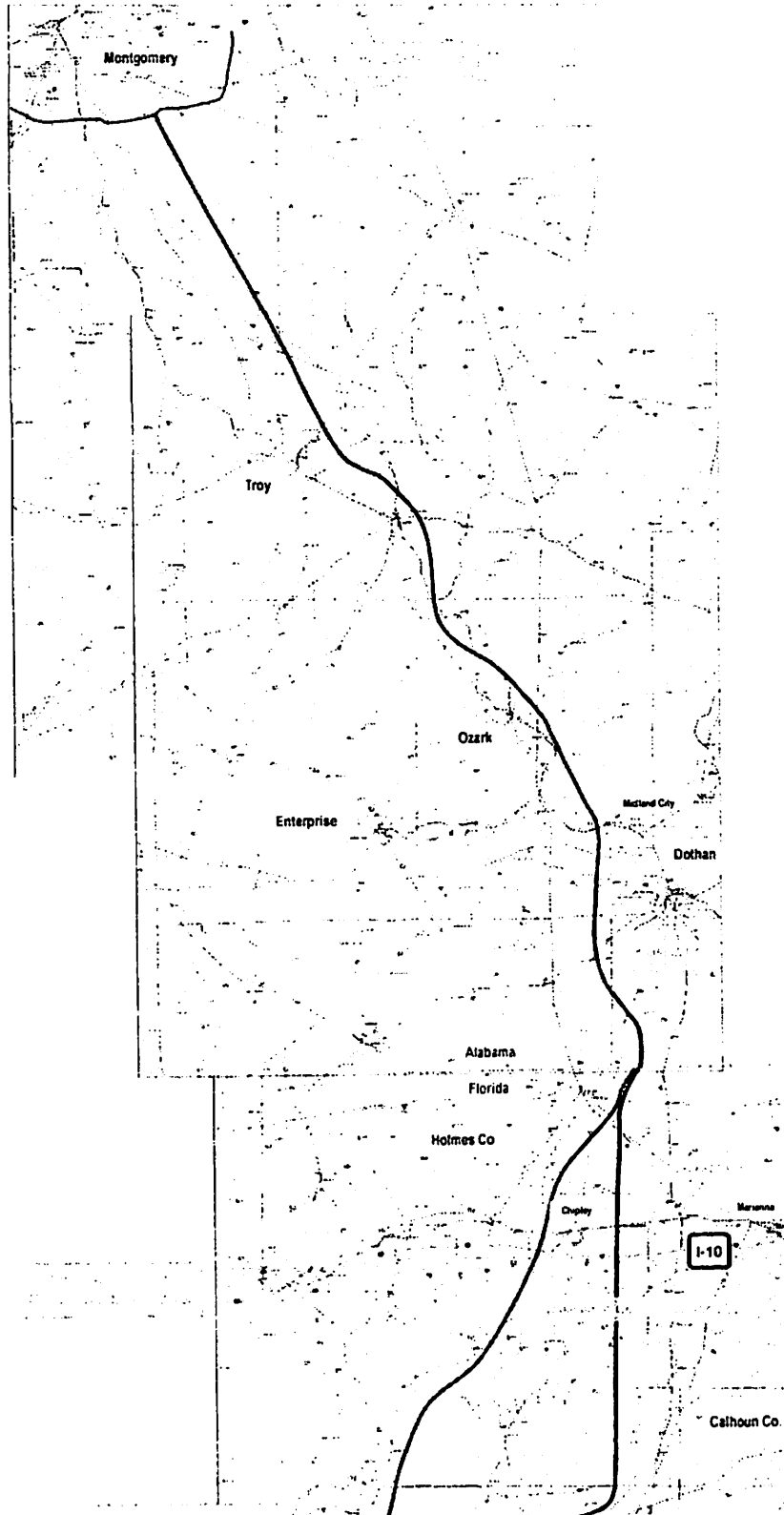
THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
01/16/09

Payroll Check Number	56098	To	Payroll Check Number	56280	\$ 137,050.47
Direct Deposits					\$ 743,894.13
Payroll Check Number	56281	To	Payroll Check Number	56312	\$ 90,458.36
Direct Deposits					\$ 366,703.23
Federal Deposits					\$ 353,944.89
Total Payroll Paid					\$ 1,692,051.08

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

JAN 26 2009



**Alabama Department of Economic and Community Affairs
Law Enforcement/Traffic Safety Division**

**Juvenile Accountability Block Grant
Subgrant Award**

The Department of Economic and Community Affairs hereby awards to

Montgomery County Commission

(hereinafter called the 'Subgrantee') the amount of

\$22,464.00

for the period of

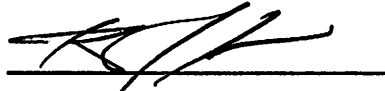
October 1, 2008 through September 30, 2009.

This subgrant may be used for the aforementioned period for the projects set forth in the application of the Subgrantee, subject to the General Conditions applicable to the administration of this subgrant. The Subgrantee shall administer the programs or projects for which this subgrant is awarded in accordance with the applicable rules, regulations and conditions of the Department of Economic and Community Affairs as set forth in the standard subgrant Conditions and Assurances of the Subgrantee Application, or as mandated by ADECA.

This subgrant is made available under Public Law PL 107-273. The federal funding agency is the U.S. Department of Justice. The award of funds is made under the title of Juvenile Accountability Block Grant and is identified by the Catalog of Federal Domestic Assistance (CFDA) Number 16.523.

Subgrant Number **06-JB-15-003**

By



Bill Johnson
Director

Date of Award December 12, 2008

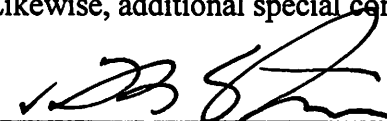
Acceptance of Award

Montgomery County Commission

hereby signifies its acceptance of the above subgrant award on the terms and conditions set forth above or incorporated by reference therein. Likewise, additional special conditions attached to this subgrant award are herein incorporated.

Date

By



Authorized Official

Title

Program: Enabling Juvenile Courts and Probation Offices to be More Effective and Efficient

Project Title: Montgomery County Juvenile Court WAIT Program

Note: Funds cannot be advanced until Subgrantee signs and returns the original and a copy of this subgrant award to the Law Enforcement/Traffic Safety Division of ADECA.

Conditions to Subgrant Number: 06-JB-15-003

1. Commencement Within 60 Days.

If a project is not operational within 60 days of the original starting date of the subgrant period, the Subgrantee must report by letter to LETS/ADECA the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

2. Operational Within 90 Days.

If a project is not operational within 90 days of the original starting date of the subgrant period, the Subgrantee must submit a second statement to LETS/ADECA explaining the implementation delay. Upon receipt of the 90-day letter, LETS/ADECA may cancel the project and redistribute the funds to other project areas. LETS/ADECA may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

3. Fidelity Bonding.

Subgrantees shall be required to carry fidelity bonds for individuals in positions of fiscal responsibility in the amount of \$100,000 or the highest cash advance, whichever is less. Failure to satisfy this condition shall prompt a request for a refund of subgrant funds.

4. Audit Exceptions/Unresolved Questioned Cost.

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

5. Continuation Funding.

Subgrantee understands that the awarding of this subgrant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document. Failure of the Subgrantee to submit the required financial and program narrative reports may result in a suspension of the subgrant payments and may also result in the suspension of processing continuation applications.

6. Equal Employment Opportunity Program Certification.

Prior to funding, the attached certification must be submitted to LETS/ADECA, certifying that either (1) a program has been formulated; or (2) a program is not required. Reference CFR Part 42.302(d).

7. Financial Questionnaire.

Prior to funding, the attached Financial Questionnaire and Request for Taxpayer Identification Number (if applicable) must be completed and returned to LETS/ADECA.

8. Recognition of Funding.

The Subgrantee shall include the following on all publications and releases, to include all written, audio or visual media: 'This project was supported by Subgrant # 06-JB-15-003 awarded by the Law Enforcement/Traffic Safety Division of ADECA and the U.S. Department of Justice.'

9. Acquisition of Goods and Services

The Subgrantee agrees that the acquisition of goods and services in the aggregate value of \$500,000 or more shall not be made unless Subgrantee: (a) specifies in an announcement of the awarding of the contract for the procurement of the goods and services involved, the amount of Federal funds that will be used to finance the acquisition; and (b) expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

10. Annual Performance Report.

Annual Performance Report. Subgrantee must include an assessment of impact of the activities carried out under the subgrant in the form of an annual Performance Report, utilizing forms provided (attached). Immediate action must be taken to collect the necessary data during the progress of the project. For all Subgrantees, other than the Victims Assistance Subgrantees, this annual report is due within 60 days following the ending date of the subgrant period. For Victims Assistance Subgrantees, the reporting date is October 15th for the project period October through September.

11. Confidential Expenditures.

Prior to the funding and expenditure of confidential funds, the Project Director shall sign a certification indicating that he/she has read, understands, and agrees to abide by all of the conditions pertaining to confidential funds as set forth in the effective edition of the guideline manual 7100.1, 'Financial and Administrative Guide for Grants.' A copy of Subgrantee written procedures for accountability and control of confidential expenditures will be submitted to LETS/ADECA for approval prior to such expenditure.

12. Subgrantee Administrative Manual.

Subgrantee is reminded that operating instructions contained in the LETS Subgrantee Administrative Manual are applicable to the operation of this subgrant project.

13. Audit Reports.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: ☐ Dept. of Examiners of Public Accounts, PO Box 302251, Montgomery, AL 36130-2251, Attn: Audit Report Repository.

14. Not To Constitute a Debt of the State.

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 No. 26. It is further agreed that if any provision of this Subgrant shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Subgrant, be enacted, then that conflicting provision in the Subgrant shall be deemed null and void. The Contractor's 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.

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

15. Records Management:

Applicant gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, Comptroller General of the United States, or any of their duly authorized representatives, shall have access for the purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided in section 521 of P.L. 94-503. Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents. Records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report.

TO: ANY JUDGE

**RE: Grant No. 06-JB-15-003
BINDING AGREEMENT**

Montgomery County Commission

hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract 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. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's 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.

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



(signature)

Todd Strange
Authorized Official
Montgomery County Commission

State of Alabama
Department of Economic and Community Affairs
Law Enforcement/Traffic Safety Division

Equal Employment Opportunity Program Certification

I, _____ (Authorized Official), certify that the Applicant/Subgrantee

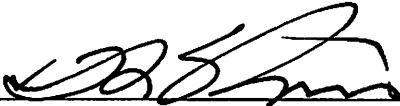
Montgomery County Commission

has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of

Name _____

Title _____

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations.



(Signature of Authorized Official)

(Date)

NOTE: If your organization is *required* to develop an EEOP plan, the *above* certification must be completed. If a plan is *not required*, then the *below* certification must be completed. The signed certification must be returned to ADECA Law Enforcement and Traffic Safety Division.

I, _____ (Authorized Official), certify that the Applicant/Subgrantee

Montgomery County Commission

is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations.

(Signature of Authorized Official)

(Date)

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

Montgomery, AL

January 1, 2009

The Montgomery County Commission (County Courthouse & Jail) (herein called the "Customer"), requests Alabama Gas Corporation (herein called the "Company"), to deliver gas service to the Customer at the premises known as 220 S. McDonough Street, Montgomery, AL 36104 and occupied as a county courthouse/jail. In consideration of such service, the Customer agrees and contracts to accept and pay for gas service under and subject to the Company's Rate Schedule LC, which is incorporated herein by reference or any amendment to or substitution for such Schedule as may be approved by the Alabama Public Service Commission or may otherwise become effective. This Contract and the sale of gas hereunder shall be subject to the "Terms and Conditions" which are set forth herein and on the following two pages and which are specifically incorporated herein as a part of this Contract for Gas Service.

1. **Quantity of Gas and Delivery Pressure:** The Customer contracts for and the Company agrees to deliver daily quantity of gas for firm service (herein called "Firm Gas") of 8 MCF. The Customer agrees that the Company is under no obligation to supply Firm Gas to the Customer in excess of such daily volumes. The Customer estimates that in addition to Firm Gas set out above, it will require additional gas on an interruptible basis (herein called "Interruptible Gas") up to a maximum quantity of 42 MCF per day. In recognition of such total requirement of Firm and Interruptible Gas the Company agrees to provide metering and regulating facilities adequate to deliver a maximum of 13,000 cubic feet per hour at utilization pressure or at a minimum pressure of 2 pounds per square inch gauge and a maximum pressure of 2 pounds per square inch gauge.

2. **Term of Contract:** The term of this Contract is for a period of one year from the date of commencement of gas service, or ninety (90) days after the availability of gas service, and thereafter from year to year until termination by either party. The Company will notify the Customer of the date of availability of gas service and of the effective contract date. Either party may terminate this Contract at the end of such year by giving the other party notice in writing at least sixty (60) days prior to the anniversary date of this Contract. In the absence of such notification, this Contract shall remain in force and effect.

3. **Notices:** Any notice or bill, except notices of curtailment or restoration of service or with respect to force majeure, which shall or may be given by one party to the other hereunder shall be deemed to have been fully given when made in writing and delivered as follows:

605 Richard Arrington Jr. Blvd. No., Birmingham, Alabama 35203 and to the Customer at the above-named premises of the Customer or by placement thereof in a sealed envelope, postage prepaid, addressed to the Customer at said premises and deposited in the United States Mail.

Notices with respect to curtailment or restoration of deliveries of gas or with respect to force majeure shall be sufficient if given by the Company in writing or orally in person or by telephone to the person or one of the persons designated from time to time by the Customer as authorized to receive such notices. If the Customer shall not have made such designation, or if made, the Company is unsuccessful in its efforts promptly to establish communication with the person or one of the persons so designated, then in any such event said notice shall be sufficient if given by the Company to any person or persons who are on the said premises or who answer the Customer's telephone.

4. **Successors and Assigns:** This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be duly signed and sealed, the day and year first above written.

Effective Contract Date is January 1, 2009.

ALABAMA GAS CORPORATION

Montgomery County Commission

By: _____

By: _____

Title: Director - Commercial & Industrial Marketing

Title: _____

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

TERMS AND CONDITIONS

1. FORCE MAJEURE

(a) **General:** It is understood and agreed by the parties to this Contract for Gas Service ("the Contract") into which these Terms and Conditions have been incorporated that in the event of a failure, shortage, or interruption of gas due to the act of God, the elements, labor troubles, work stoppages, fires, accidents, breakage, necessary repairs, or other causes or contingencies beyond the Company's control, including, but not limiting the generality thereof, preferential commitment of supply pursuant to law or regulation or order of any governmental authority whereby the Company becomes unable to fulfill all of its obligations or commitments for the delivery of Firm Gas under the Contract then, in any such event and from time to time, the Company shall have the right and authority to curtail or interrupt delivery of Firm Gas under the Contract; provided, however, that insofar as reasonably possible, notice of such proposed curtailment, or interruption, will be given to the Customer and such curtailment or interruption of delivery shall be applied so far as practicable so as to avoid damage to work or material in actual process at such time. The Customer hereby expressly acknowledges that the supply and distribution of Firm Gas is subject to the conditions above stated and that the Company cannot and does not guarantee a constant supply, and that the Company shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or service.

(b) **Protection of Residential Gas Supply:** The Customer understands and agrees that the Company's primary obligation is to supply gas to its residential customers and that the Company may therefore curtail or interrupt the delivery of Firm Gas to the Customer when such curtailment or interruption is, in the sole judgment of the Company, necessary in order for the Company to meet its obligation to serve its residential customers. Although the Company will, so far as reasonably possible, give notice to the Customer of the curtailment of deliveries of Firm Gas and will so far as reasonably possible effect such curtailment in a manner so as to minimize or avoid damage to work or material in actual process at the time of such curtailment, the Company shall not be held liable in damages or otherwise for any such curtailment.

2. **AGREEMENT TO INTERRUPT:** The Company may at any time, and from time to time, interrupt the supply of Interruptible Gas to the Customer and the Customer agrees to interrupt and curtail its consumption of Interruptible Gas in the manner, at the time, and to the extent as directed by the Company in its notice to the Customer to interrupt. It is understood and agreed that the Company's right to interrupt deliveries of Interruptible Gas is completely without limitation and that the Company may interrupt the delivery of Interruptible Gas to the Customer without interrupting the delivery of Interruptible Gas to other customers taking gas on an interruptible basis.

3. **PAYMENT TERMS:** Customer shall make payment to the Company for the services provided hereunder during the preceding calendar month by first class U.S. Mail at such address as the Company may hereafter designate. Customer shall pay the amounts due the Company as shown in the bill rendered to the Customer, and such payment shall be made on or before the due date specified on such bill. The Company shall have the right at any time, in its sole discretion, to alter these payment terms including but not limited to, changing Customer's billing schedule, requiring pre-payment for services and/or requiring a security deposit from Customer or increasing the amount of an existing security deposit.

Should Customer fail to pay any amount within the period set forth above, interest on the unpaid amount shall accrue at the lesser of the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by applicable law. If Customer fails to make payment when due, Customer's service will be subject to disconnection in accordance with the Rules and Regulations of the Alabama Public Service Commission. If such failure to pay continues for thirty (30) days, then the Company, at its option, may terminate this Agreement upon written notice to Customer.

4. METERS AND MEASUREMENT: Gas delivered hereunder shall be measured through one or more meters installed and maintained by the Company on the customer's property near the Customer's property line and at a location satisfactory to the Company. For the purposes of measurement, the unit of volume shall be a cubic foot. A cubic foot of gas shall mean the quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of 60°F. When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The Company may at its option make correction for supercompressibility. In the absence of exercising such option, the gas will be assumed to obey Boyle's Law. The temperature of the gas passing through the meter(s), except as hereinafter provided for, shall be assumed to be 60°F. Where a recording thermometer is used, volumes shall be corrected for variations in flowing temperature from 60°F. The Company shall at all times retain title to all meters, regulators, and other equipment installed by it on the property of the Customer. The Company will inspect and test such meter(s) from time to time to ensure the accuracy thereof. If a meter is found by the Company to be inoperative or inaccurate, the error shall be determined by the most accurate method feasible and if the inaccuracy shall have resulted in an error in the measurement of gas of more than two per cent (2%), then the calculated deliveries of gas shall be adjusted for such period of inaccuracy as may be definitely known to compensate for such error. If the period of inaccuracy shall not be known, then such adjustment shall be made for the last half of the period between the time of the present test and the time of the most recent previous test or, if no previous test has been made since the installation of the meter, the date of installation of the meter on the property of the Customer. Upon written request of the Customer, the Company will test meter(s) at any time, provided, however, that if the meter(s) is (are) found to register correctly or to have an error not in excess of two per cent (2%) the cost of such test shall be paid by the Customer. The Customer agrees to indemnify the Company against all loss of or damage to any equipment of the Company situated on the premises of the Customer except such loss or damage as shall be caused by the Company, its employees, officers or agents.

5. POINT OF DELIVERY: The point of delivery of gas furnished under the Contract shall be the outgoing side of the Company's metering facilities installed on the Customer's property for the purpose of measuring gas delivered to the Customer. It is herein understood and agreed that the gas delivered under the Contract shall become the property of the Customer after it passes the point of delivery as specified above.

6. LIABILITY: The Company is not and shall not be liable for injury to or damage to the property of the Customer or any other person, firm, or corporation resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after the same has passed the point of delivery.

7. ENTRY BY COMPANY AGENTS: The authorized agents of the Company shall, at all reasonable times, have the right of access to the premises of the Customer for the purpose of examining and inspecting and maintaining meters and for other necessary purposes. No person other than an authorized agent of the Company shall be permitted to tamper with, inspect, or repair any meter or other property owned by the Company. Customer hereby empowers the Company to remove its meters and other property upon termination of the Contract.

8. PUBLIC SERVICE COMMISSION: Customer further agrees to accept and be bound by all rate schedules, rules, and regulations which have been or may in the future be approved or allowed to take effect by the Alabama Public Service Commission or which may otherwise take effect and to accept and be bound by all rules and regulations which have been or may hereafter be approved, issued, or promulgated by the Alabama Public Service Commission, or other governmental bodies having jurisdiction thereof.

AGENCY AGREEMENT
For Interstate Gas Customers

In consideration of the covenants herein contained, Montgomery County Commission, hereinafter "Principal" and ALABAMA GAS CORPORATION (hereinafter "Alabama Gas") agree as follows:

ARTICLE I
Appointment of Alabama Gas as Agent

Principal hereby appoints Alabama Gas to act as its agent for the limited purpose of purchasing natural gas for use at Principal's facility(ies) located on Alabama Gas' distribution system, for arranging for the transportation of such volumes of natural gas to delivery points on Alabama Gas' distribution system and for entering into such agreements on behalf of Principal to effectuate such purchase and transportation of such volumes of natural gas. Except as from time to time otherwise expressly directed in writing by Principal, Alabama Gas is authorized to purchase as agent for Principal up to such volumes of natural gas as Alabama Gas shall reasonably determine appropriate based on Alabama Gas' estimate of Principal's natural gas usage. In the event that Alabama Gas as agent purchases more gas than Principal uses during the applicable period, unless otherwise expressly directed in writing by Principal with mutually agreeable delivery arrangements, Alabama Gas may sell such gas for Principal's account, including without limitation a sale to Alabama Gas, for its original purchase price or on such other terms as Alabama Gas may deem reasonable. Principal acknowledges that it is not required to appoint Alabama Gas as its agent to purchase and arrange for the transportation of natural gas, and Principal agrees to hold Alabama Gas harmless with respect to its activities as agent for Principal. Principal further acknowledges that the exercise of the authority granted to Alabama Gas hereunder is at Alabama Gas' sole discretion and Alabama Gas has no obligation to make such purchases for Principal.

ARTICLE II
Principal's Responsibilities

Principal agrees to be responsible for and timely pay for all natural gas purchased by it hereunder and to timely pay all transportation charges on such natural gas. Alabama Gas shall have the right at any time, in its sole discretion, to alter Principal's payment terms with respect to gas purchased hereunder including, but not limited to, changing Principal's billing schedule, requiring pre-payment and/or requiring a security deposit or increasing the amount of an existing security deposit. In the event that Principal fails to honor any such payment terms, Alabama Gas may refuse to deliver gas purchased hereunder and Alabama Gas is hereby authorized by Principal to sell such gas for Principal's account, including without limitation a sale to Alabama Gas, for its original purchase price or on such other terms as Alabama Gas may deem reasonable.

ARTICLE III
Information

Principal agrees to timely provide Alabama Gas with information required by the various suppliers and transporters of the natural gas purchased under this Agreement. Such information shall include but is not limited to such things as daily volumes and requirements.

ARTICLE IV
Nonexclusivity

The contractual relationship created hereby is nonexclusive. Alabama Gas retains the right to accept appointment or act as agent for any other entity.

ARTICLE V
Term

This Agreement shall be deemed to have commenced upon the execution of this Agreement and will continue in full force and effect until either party hereto is notified in writing by the other party hereto of the termination of this Agreement.

ARTICLE VI
Fixed Price Gas

During the term of this Agreement, Principal may request Alabama Gas to purchase natural gas as agent for Principal at a fixed price per MMBtu ("Fixed Price") (such volumes being designated as "Fixed Price Gas"). Fixed Price Gas will be for specific volumes at designated prices for specific terms not extending more than twelve (12) months into the future.

If Alabama Gas agrees to purchase Fixed Price Gas as agent for Principal, Principal will be obligated to purchase the requested volumes at the stated price during the entire term of the arrangement, regardless of any fluctuations in the price of gas, so long as such volumes are made available. The Fixed Price will only apply to the volumes contracted for. To the extent that the quantity of Fixed Priced Gas purchased for Principal in any month exceeds Principal's requirements for that month, Alabama Gas is hereby authorized to sell such gas for Principal's account, including without limitation a sale to Alabama Gas. During any such month, Alabama Gas is authorized to sell such Fixed Price Gas as Principal's agent at a price equal to the lesser of the Fixed Price or the Program Gas Cost. In no event will Alabama Gas be obligated to sell Fixed Price Gas purchased by Principal pursuant to this Agreement but not taken by Principal.

For purposes hereof, Program Gas Cost means the weighted average cost of gas purchased by Alabama Gas as agent for its transportation program customers as determined by Alabama Gas for the applicable month, excluding fixed price gas purchases and other similar arrangements.

WITHOUT LIMITING THE GENERALITY OF THE HOLD HARMLESS PROVISION SET FORTH IN ARTICLE I, ALABAMA GAS SHALL NOT BE HELD LIABLE IN DAMAGES OR OTHERWISE FOR THE FAILURE TO PROVIDE FIXED PRICE GAS TO PRINCIPAL IN THE EVENT THAT A SUPPLIER(S) WITH WHOM ALABAMA GAS CONTRACTS TO PURCHASE FIXED PRICE GAS AS AGENT FOR PRINCIPAL DEFAULTS ON ITS OBLIGATIONS WITH RESPECT TO SUCH GAS.

This Agency Agreement constitutes a complete amendment and restatement of that certain Agency Agreement entered into by and between Principal and Alabama Gas N/A.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 1st day of January, 2009.

Montgomery County Commission (Principal)

By: _____

Its: _____

ALABAMA GAS CORPORATION

By: _____

Its: _____

Attest

Attest

022206

ALAGASCO TRANSPORTATION SERVICE AGREEMENT

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ALAGASCO TRANSPORTATION SERVICE

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2009 by and between

Montgomery County Commission ("Shipper"), and Alabama Gas Corporation ("Alabama Gas").

WITNESSETH:

WHEREAS, Shipper has acquired the right to purchase certain quantities of gas in order to serve the gas requirements of Shipper; and

WHEREAS, Shipper and/or Alabama Gas has arranged to have those certain quantities of gas delivered to Alabama Gas' distribution system by an interstate or an intrastate pipeline company (the "Pipeline Company"); and

WHEREAS, Shipper has requested Alabama Gas to transport quantities of gas under its Transportation Service (*Rate Schedule "T"*) for redelivery to Shipper at the Redelivery Point or points set out in Exhibit 'A' to this Agreement; and

WHEREAS, Alabama Gas is agreeable to rendering such transportation service on the following terms and conditions.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, Alabama Gas and Shipper hereby agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the following terms, in addition to those in Alabama Gas' tariff, shall have the meanings set forth below:

Gas - Natural gas meeting the quality specifications necessary to be merchantable gas as set out in Exhibit 'B' of this Agreement.

Delivery Point - The point(s) on Alabama Gas' distribution system specified in Exhibit 'A' hereto at which gas purchased by Shipper will be delivered to Alabama Gas to be transported for Shipper's account.

Redelivery Point - The point(s) specified in Exhibit 'A' hereto at which gas transported hereunder will be redelivered by Alabama Gas for Shipper's account.

Transportation Quantity - A daily quantity of gas up to the amount specified in Exhibit 'A' consisting of gas purchased by Shipper and delivered to Alabama Gas by the Pipeline Company and accepted at the Delivery Point for transportation hereunder.

MMBTU - One million (1,000,000) Btu's.

MCF - One thousand (1,000) cubic feet of gas.

BTU - A British Thermal Unit measured at an absolute pressure of 14.73 psia at sixty degrees (60°) Fahrenheit on a dry basis.

ARTICLE II: TRANSPORTATION SERVICE

Section A: Subject to the provisions hereof, Shipper shall cause the Transportation Quantity to be delivered to Alabama Gas at the Delivery Point(s) and Alabama Gas shall redeliver the Transportation Quantity to Shipper at the Redelivery Point(s).

Section B: Transportation services shall be subject to the availability of capacity in Alabama Gas' distribution system sufficient to provide the services without detriment or impairment of service to Alabama Gas' other customers including transportation customers and shall be further subject, in Alabama Gas' sole judgment, to the availability of sufficient capacity in Alabama Gas' distribution facilities and to the operating conditions and system requirements of the Pipeline Company.

ARTICLE III: NOTICE AND NOMINATION PROCEDURE

Section A: Shipper shall nominate gas for transportation hereunder by notifying Alabama Gas of the daily quantity of gas it has available for transportation at the Delivery Point(s) during normal business hours (hereinafter 8:00 a.m. to 5:00 p.m. Birmingham time), and of the quantity of gas it desires to have redelivered at the Redelivery Point(s), not later than the day preceding any day on which Shipper desires transportation service under this Agreement.

Section B: Alabama Gas shall be entitled to rely conclusively on Shipper's nomination of the quantities to be delivered at the Delivery Point(s) as authorized for delivery at the Delivery Points by Shipper or the Pipeline Company.

Section C: The nominated Transportation Quantity may not be changed by Shipper during any day of transportation except that Shipper may terminate the transportation of its gas during any day of transportation upon four (4) hours prior notice to Alabama Gas during normal business hours. Alabama Gas and Shipper may establish a uniform daily Transportation Quantity in which instance Shipper shall not be required to nominate on a daily basis quantities of gas for transportation hereunder until further notice of a change in such quantity. That notice shall be given at least one (1) day in advance of such change.

Section D: After receiving notice of the Transportation Quantity nominated by Shipper in accordance with the provisions of this Article, Alabama Gas shall advise Shipper of the quantities of gas, if any, it will transport to the Redelivery Points on any day not less than four (4) hours prior to the day for which Shipper has nominated the Transportation Quantity. Alabama Gas shall not change the quantities of gas it will transport hereunder during any day of transportation except upon four (4) hours prior notice to Shipper.

Section E: Shipper shall be responsible for all dispatching notices to Seller and the Pipeline Company, for notifying Seller and the Pipeline Company of any changes in the Transportation Quantity, and for ensuring that Seller and the Pipeline Company comply with such changes. All billings and payments for gas purchased by Shipper from Seller shall be handled solely between Shipper and Seller. If Alabama Gas, acting as agent for Shipper, has arranged for the purchase of gas by Shipper from Seller, the relative responsibilities shall be set forth in a separate agreement between Alabama Gas and Shipper. If Alabama Gas, acting as agent for Shipper, has arranged for transportation by the Pipeline Company, such transportation shall be set forth in a separate agreement.

ARTICLE IV: DELIVERY AND REDELIVERY

Section A: All gas redelivered hereunder shall be delivered at rates as constant as operationally feasible throughout the day.

Section B: The Transportation Quantity shall be determined at the Delivery Point by Shipper or the Pipeline Company and the Transportation Quantity shall be determined at the Redelivery Points by Alabama Gas.

Section C: It is recognized that because of dispatching, Shipper's actual use and other variations, certain minor imbalances may occur between the daily quantities of gas delivered by Shipper for transportation hereunder and the daily quantities of gas redelivered by Alabama Gas. All imbalances shall be corrected insofar as practical during the following calendar month but no later than sixty (60) days following occurrence of such imbalance(s).

ARTICLE V: PRICE

Section A: Shipper shall pay Alabama Gas the currently effective transportation charges permitted by the Alabama Public Service Commission (APSC) in accordance with Alabama Gas Corporation's *Rate Schedule "T"*, as has been approved by the APSC and as the same may, from time to time, be changed or amended, which *Rate Schedule "T"* is made a part hereof. The currently effective transportation charges under *Rate Schedule "T"* shall be multiplied by the monthly Transportation Quantity (expressed in MMBtu's) to determine the payment due Alabama Gas hereunder. Nothing herein shall prohibit or restrict Alabama Gas from filing with the APSC amendments to its rate schedules and other tariffs.

Section B: Shipper shall make payment to Alabama Gas for the services performed hereunder under *Rate Schedule "T"* during the preceding calendar month by first class United States Mail at the address set forth for Alabama Gas in *Section 'A' of ARTICLE 'X'* thereof, or, at Alabama Gas' election, by wire transfer to such address as Alabama Gas may hereafter designate. Shipper shall pay the amounts due Alabama Gas as shown in the bill rendered to the Shipper, and such payment shall be made on or before the due date specified on such bill. Alabama Gas shall have the right at any time, in its sole discretion, to alter these payment terms including, but not limited to, changing Customer's billing schedule, requiring pre-payment for services and/or requiring a security deposit from Customer or increasing the amount of an existing security deposit.

Section C: Should Shipper fail to pay any amount due when due, interest on the unpaid amount shall accrue at the lesser of the rate of one and one-half percent (1 ½ %) per month or the maximum rate permitted by applicable law. If Customer fails to make payment when due, Customer's service will be subject to disconnection in accordance with the Rules and Regulations of the Alabama Public Service Commission. If such failure to pay continues for thirty (30) days, then Company, at its option, may terminate this Agreement upon written notice to Customer.

Section D: In the event that subsequent to the effective date of this Agreement the United States of America, the State of Alabama, or any county or municipality in or agency or taxing subdivision of the State of Alabama, shall levy a tax or charge not in effect as of the effective date of this Agreement, or shall make demand for or assess, increase or decrease a tax or charge in effect on such date, and such tax or charge shall be levied upon or measured by the gross receipts of Alabama Gas from the transportation of gas under this Agreement or measured by the volume or value of gas transported hereunder, then the transportation rate set forth herein will be adjusted to reflect such charge, new tax or the assessment, increase or decrease of an existing tax. In the event such transportation or transportation rate is no longer in effect, Alabama Gas will bill the Shipper and Shipper agrees to pay such new tax, charge, or assessment.

Section E: Shipper and Alabama Gas agree that in addition to those charges enumerated herein, all charges, penalties and/or filing or other fees of whatever nature charged to Alabama Gas acting as agent for Shipper which arise from the transportation of gas under this Agreement and/or the authorization of such transportation by any governmental agency or commission shall be paid by Shipper at the time and in the manner prescribed for all other payments made under this Agreement.

ARTICLE VI: RESPONSIBILITY FOR GAS

Section A: As between Alabama Gas and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas transported hereunder until such gas has been actually delivered to Alabama Gas at the Delivery Point(s), while the gas is in Shipper's custody or the custody of the Pipeline Company or another for processing, and after the gas has been redelivered to or for the account of Shipper hereunder by Alabama Gas at the Redelivery Point(s). Alabama Gas shall be deemed to be in exclusive control and possession of the gas transported hereunder only while it is in Alabama Gas' facilities between the Delivery Point(s) and Redelivery Point(s).

Section B: The party deemed to be in control and possession of the gas to be transported hereunder as provided in Section A of this ARTICLE VI shall be responsible for and shall indemnify the other party with respect to any losses (except gas), claims, liabilities or damages (except consequential) arising therefrom.

Section C: Shipper represents and warrants that it will pay and satisfy, or make provision for the payment and satisfaction of, any and all claims of every nature whatsoever in, to, or in respect of title to the gas delivered by it hereunder; and Shipper hereby agrees to defend at its costs, and when notified by Alabama Gas to indemnify Alabama Gas against, all suits, judgement, claims, demands, causes of action, costs, losses, and expenses arising out of or in any way connected with any claims to the title of the gas transported hereunder.

Alabama Gas assumes no obligation whatsoever to any royalty owner or to the owner of any other interest of any kind in any gas delivered at the Delivery Points, and Shipper or its producer-supplier shall pay all such royalties or other interests upon or in respect to such gas.

ARTICLE VII: TERM

This Agreement shall be deemed to have commenced upon the date hereinabove set forth and shall remain in full force and effect for a term of one (1) year. At the conclusion of the one (1) year period this Agreement shall continue thereafter from month to month unless and until cancelled by either party by thirty (30) days prior written notice to the other party.

ARTICLE VIII: GOVERNMENTAL REGULATIONS

Section A: This Agreement is subject to all present and future valid laws, statutes, orders, rules and regulations of the United States or the State of Alabama, including any regulatory body of the federal government or the State of Alabama having or asserting jurisdiction herein.

Section B: This Agreement is subject to the approval of the Alabama Public Service Commission.

ARTICLE IX: FORCE MAJEURE

Section A: It is understood and agreed by the parties to this Agreement that in event of a failure, shortage, or interruption of gas due to failure by the Pipeline Company to transport or the Shipper to deliver, occasioned by an act of God, the elements, labor troubles, work stoppages, fires, accidents, breakage, necessary repairs, or other causes or contingencies beyond the control of either party, including, but not limiting the generality thereof, preferential commitment of supply pursuant to law or regulation or order of any governmental authority whereby either party becomes unable to fulfill all of its obligations or commitments for the delivery of gas under said Agreement then, in any such event and from time to time, either party shall have the right and authority to curtail or interrupt delivery of gas under said Agreement; provided, however, that insofar as reasonably possible, notice of such proposed curtailment, or interruption, will be given to either party and such curtailment or interruption of delivery shall be applied so far as practicable so as to avoid damage to work or material in actual process at such time. Shipper hereby expressly acknowledges that the supply and distribution of gas is subject to the conditions above stated and that Alabama Gas cannot and does not guarantee delivery of a constant supply, and that Alabama Gas shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or service.

Section B: Shipper understands and agrees that the primary obligation of Alabama Gas is to supply gas to its customers who are dependent on its general system supply and that Alabama Gas may therefore curtail or interrupt the delivery of gas to Shipper when such curtailment or interruption is, in the sole judgment of Alabama Gas, necessary in order for Alabama Gas to meet its obligation to serve its customers. Although Alabama Gas will, so far as reasonably possible, give notice to Shipper of the curtailment of deliveries of gas and will, so far as reasonably possible, effect such curtailment in a manner so as to minimize or avoid damage to work or material in actual process at the time of such curtailment, Alabama Gas shall not be held liable in damages or otherwise for any such curtailment.

ARTICLE X: MISCELLANEOUS

Section A: All notices hereunder, except those specifically provided for under other provisions hereof, shall be deemed duly given if in writing and sent by postpaid registered or certified mail addressed to the respective parties at the addresses stated below or such other addresses as they shall respectively hereafter designate in writing from time to time, except dispatching notices which may be given by telephone:

Shipper:	Montgomery County Commission PO Box 1667 Montgomery, AL 36102 Attn: Mr. John Mitchell (334) 832-1203
Alabama Gas:	Alabama Gas Corporation 605 Richard Arrington Jr. Blvd. No. Birmingham, Alabama 35203-2707 Attention: VP Marketing Services

Section B: (Facilities If Applicable) In order for the Pipeline Company to receive and measure gas to be transported hereunder, it may become necessary for the Pipeline Company to install facilities or to modify existing facilities at or near the points of delivery on their distribution system. Should Shipper request the installation or modifications of said facilities, and should the Pipeline Company install said facilities or modify its existing facilities pursuant to Shipper's request, it is agreed that Shipper shall pay all costs incurred in the construction and installation of such facilities, or modifications of existing facilities.

Section C: This Agreement shall not be assigned without the written consent of the other party, which consent will not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

Section D: Exhibits 'A' and 'B' attached to this Agreement constitute a part of this Agreement and the terms and conditions stated therein are hereby incorporated.

Section E: This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above by their respective duly authorized officers.

ALABAMA GAS CORPORATION

Witness:

BY:
ITS:

MONTGOMERY COUNTY COMMISSION

Witness:

BY:
ITS:

EXHIBIT A

SHIPPER:Montgomery County Commission

SERVICE AGREEMENT DATED: January 1, 2009

Delivery Points	Transportation Quantity MMBtu at <u>14.73 Psia*</u>	Delivery Pressure(s) <u>Psia</u>
Alagasco Border Stations Montgomery division	150	Sufficient to enter Alabama Gas' Distribution System

Redelivery Point(s)

Montgomery County Courthouse & Jail
220 S. McDonough Street
Montgomery, AL 36104

Montgomery County Detention Facility
225 S. McDonough Street
Montgomery, AL 36104

* MMBtu as adjusted on a dry basis

EXHIBIT B

GAS QUALITY SPECIFICATIONS

The gas as delivered by Shipper to Alabama Gas shall be commercially free of dust, gum, gum-formed constituents, liquid hydrocarbons, and other solid and/or liquid matter which may become separated from the gas during transportation thereof, and shall not contain more than seven (7) pounds of water per 1,000 Mcf.

The gas delivered by Shipper to Alabama Gas shall be as produced in its natural state, except as Shipper may process same. In addition, said gas shall be of such quality that it shall meet the following specifications:

- a) Contain not more than (0.3) grain of hydrogen sulfide per 100 cubic feet, as determined by the cadmium sulfate quantitative test;
- b) Contain not more than fifteen (15) grains of total sulfur per 100 cubic feet;
- c) Contain not more than three percent (3%) by volume of carbon dioxide; and contain not more than a total of four percent (4%) by volume of non-hydrocarbon gases;
- d) Contain not more than one percent (1%) by volume of oxygen;
- e) Contain a gross heating value equivalent to at least 950 Btu and not more than 1,150 Btu per cubic foot as measured on a saturated basis, and as adjusted on a dry basis at a temperature of sixty degrees (60°) Fahrenheit, and at an absolute pressure of fourteen, and seventy-three hundredths (14.73) psia;
- f) Have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit, nor less than forty degrees (40°) Fahrenheit, when delivered to Alabama Gas.
- g) Alabama Gas and Shipper shall have the right to be represented and to participate in all tests of gas delivered hereunder, and to inspect any equipment used in determining the nature of quality of gas.
- (h) Should the gas tendered by Shipper fail at any time to conform to any of the specifications above, Alabama Gas shall notify Shipper of any such failure, and such deliveries and all obligations with respect thereto may be suspended at the option of Alabama Gas.

022406

**ALABAMA GAS CORPORATION
AGREEMENT
PIPELINE TRANSPORTATION SERVICES
PURSUANT TO RATE SCHEDULE P OF THE
TARIFF APPLICABLE TO GAS SERVICE OF ALABAMA GAS CORPORATION**

THIS AGENCY AGREEMENT FOR PIPELINE TRANSPORTATION SERVICES (the "Agreement"), is made and entered into as of the 1st day of January 2009, (the Effective Date) by and between **Alabama Gas Corporation** (the "Company"), and the **Montgomery County Commission** ("Principal").

WITNESSETH:

WHEREAS, Company now desires to purchase firm capacity on certain interstate pipeline companies (Pipelines) to serve Company's Core Market Customers; and

WHEREAS, the demands of the Company's Core Market Customers will not require use of all of the Company's purchased firm Pipeline capacity; and

WHEREAS, Principal desires for Company to act as Principal's agent pursuant to Rate Schedule P of the Tariff Applicable to Gas Service of Alabama Gas Corporation (the Tariff) to arrange for transportation of that gas on Pipeline facilities, including but not limited to obtaining assignments of capacity on Principal's behalf of Pipeline capacity Company holds to serve its Core Market Customers; and

WHEREAS, Principal has agreed to transport its full natural gas requirements under the terms of this Agency Agreement and Rate Schedule P during the term of this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and Principal do hereby agree as follows:

ARTICLE I
Definitions

The following terms when used in this Agreement shall be defined as:

"Core Market Customer" - A customer who receives service under Rate Schedule R, SC or SI of the Tariff or a Customer who receives firm service under any other Rate Schedule of the Tariff or pursuant to a special contract for firm service.

"Delivery Point" - The point on Company's distribution system at which gas purchased by Company as agent for Principal will be delivered to Company to be transported for Principal's account.

"Tariff" - "The Tariff Applicable to Gas Service of Alabama Gas Corporation" as approved by the Alabama Public Service Commission (APSC) and as amended and approved by the APSC from time to time.

ARTICLE II

Agency

In exchange for Company's agreement to serve as Principal's agent pursuant to Rate Schedule P of the Tariff, Principal hereby appoints Company as Principal's exclusive agent during the term of this agreement for purposes of and arranging transportation of quantities of gas nominated by Principal through Pipeline facilities by acquiring released Pipeline capacity, including obtaining assignments of capacity on Principal's behalf, of Pipeline capacity Company holds to serve its Core Market Customers when such capacity is not being used to serve Company's Core Market Customers. Principal hereby appoints Company as its exclusive agent for the duration of this Agreement with authority to make such arrangements as Company deems necessary in the ordinary course of business to have Principal's gas transported over Pipeline facilities to the Delivery Point. Principal understands and agrees that Company may act contemporaneously as agent for other customers and may make arrangements for the aggregate natural gas requirements of customers. Principal agrees to timely provide Company with information required by the various suppliers and transporters of gas nominated under this Agreement, including, but not limited to such things as daily nominated volumes and requirements. This Agreement covers the above-described agency services only and does not govern the transportation of gas through Company's distribution facilities.

ARTICLE III

Price

The Charges for services under this Agreement shall be determined in accordance with Rate Schedule P of the Tariff or its successor rate schedule as amended from time to time.

ARTICLE IV

Term of Agreement

The term of this Agreement is from the Effective Date through March 31, 2009, (the "Initial Term"), and thereafter from year to year (April 1 through March 31) until terminated by either party. Either party may terminate this Agreement at the end of the Initial Term or any extension thereof by giving the other party notice in writing at least sixty (60) days prior to the effective date of termination of this Agreement. In the absence of such notification, this Agreement will remain in full force and effect.

ARTICLE V

Force Majeure

In the event either party hereto is rendered unable, wholly or in part, by reason of force majeure to carry out its obligations under this Agreement, other than to make payments then or thereafter due hereunder, it is agreed that the respective party's obligations shall be suspended from the inception of and during the continuance of any inability so caused. The term "force majeure" shall mean any cause that is beyond the reasonable control of the party so affected, including acts of God; acts of government including, but not limited to, laws, orders, rules, judgments, judicial actions, regulations and acts of arrest or restraint; acts or threats of industrial disorder including, but not limited to, strikes, lockouts and picketing; inability to obtain or maintain transportation agreements acceptable to either party in such party's sole judgment; inability to obtain grants, permits, certificates, authorizations or materials which are acceptable in either party's sole judgment; and loss or unavailability of service. The Principal also expressly acknowledges that service hereunder is subject to the conditions above stated and further acknowledges that Company cannot and does not guarantee constant service, and that the Company shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or service.

ARTICLE VI
Agreement to Interrupt

Principal recognizes that Company's primary obligation is to meet the obligations of its Core Market Customers. Principal further recognizes and agrees that Company's use of Company's firm Pipeline capacity to transport gas as agent for Principal is at all times subject to recall at the Company's sole discretion when such capacity is required to meet the demands of Company's Core Market. Principal agrees to interrupt and curtail its consumption of Gas in the manner, at the time, and to the extent as directed by the Company in its notice to the Principal to interrupt. Interruptions of service shall be governed by the Curtailment Plan of the Tariff.

ARTICLE VII
Regulatory Approval

This Agreement is subject to Rate Schedule P of the Tariff as approved by the APSC and as amended from time to time. Principal further agrees to accept and be bound by all rate schedules, rules and regulations which have been or may in the future be approved or allowed to take effect by the APSC or which may otherwise take effect and to accept and be bound by all rules and regulations which have been or may hereafter be approved, issued or promulgated by the APSC or other governmental bodies having jurisdiction thereof.

ARTICLE VIII
Miscellaneous

This Agreement is supplemental to all previously executed agreements between the parties. In the event of a conflict between this Agreement and any provision of the Transportation Service Agreement, Special Services Agreement or Agency Agreement between the parties, the terms of this Agreement shall govern; otherwise, the provisions of previously executed agreements between the parties shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be duly signed and sealed, the day and year first above written.

ALABAMA GAS CORPORATION

MONTGOMERY COUNTY COMMISSION

By: _____

By: _____

Title: _____

Title: _____

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

Montgomery, AL

January 1, 2009

Montgomery County Commission (County Detention Facility) (herein called the "Customer"), requests Alabama Gas Corporation (herein called the "Company"), to deliver gas service to the Customer at the premises known as 225 S. McDonough Street, Montgomery, AL 36104 and occupied as a county detention facility. In consideration of such service, the Customer agrees and contracts to accept and pay for gas service under and subject to the Company's Rate Schedule LC, which is incorporated herein by reference or any amendment to or substitution for such Schedule as may be approved by the Alabama Public Service Commission or may otherwise become effective. This Contract and the sale of gas hereunder shall be subject to the "Terms and Conditions" which are set forth herein and on the following two pages and which are specifically incorporated herein as a part of this Contract for Gas Service.

1. **Quantity of Gas and Delivery Pressure:** The Customer contracts for and the Company agrees to deliver daily quantity of gas for firm service (herein called "Firm Gas") of 50 MCF. The Customer agrees that the Company is under no obligation to supply Firm Gas to the Customer in excess of such daily volumes. The Customer estimates that in addition to Firm Gas set out above, it will require additional gas on an interruptible basis (herein called "Interruptible Gas") up to a maximum quantity of -0- MCF per day. In recognition of such total requirement of Firm and Interruptible Gas the Company agrees to provide metering and regulating facilities adequate to deliver a maximum of 29,400 cubic feet per hour at utilization pressure or at a minimum pressure of 5 pounds per square inch gauge and a maximum pressure of 7 pounds per square inch gauge.

2. **Term of Contract:** The term of this Contract is for a period of one year from the date of commencement of gas service, or ninety (90) days after the availability of gas service, and thereafter from year to year until termination by either party. The Company will notify the Customer of the date of availability of gas service and of the effective contract date. Either party may terminate this Contract at the end of such year by giving the other party notice in writing at least sixty (60) days prior to the anniversary date of this Contract. In the absence of such notification, this Contract shall remain in force and effect.

3. **Notices:** Any notice or bill, except notices of curtailment or restoration of service or with respect to force majeure, which shall or may be given by one party to the other hereunder shall be deemed to have been fully given when made in writing and delivered as follows:

605 Richard Arrington Jr. Blvd. No., Birmingham, Alabama 35203 and to the Customer at the above-named premises of the Customer or by placement thereof in a sealed envelope, postage prepaid, addressed to the Customer at said premises and deposited in the United States Mail.

Notices with respect to curtailment or restoration of deliveries of gas or with respect to force majeure shall be sufficient if given by the Company in writing or orally in person or by telephone to the person or one of the persons designated from time to time by the Customer as authorized to receive such notices. If the Customer shall not have made such designation, or if made, the Company is unsuccessful in its efforts promptly to establish communication with the person or one of the persons so designated, then in any such event said notice shall be sufficient if given by the Company to any person or persons who are on the said premises or who answer the Customer's telephone.

4. **Successors and Assigns:** This Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

IN TESTIMONY WHEREOF, the parties hereto have caused this Contract to be duly signed and sealed, the day and year first above written.

Effective Contract Date is January 1, 2009.

ALABAMA GAS CORPORATION

Montgomery County Commission

By: _____

By: _____

Title: Director - Commercial & Industrial Marketing

Title: _____

ALABAMA GAS CORPORATION

CONTRACT FOR GAS SERVICE

TERMS AND CONDITIONS

1. FORCE MAJEURE

(a) **General:** It is understood and agreed by the parties to this Contract for Gas Service ("the Contract") into which these Terms and Conditions have been incorporated that in the event of a failure, shortage, or interruption of gas due to the act of God, the elements, labor troubles, work stoppages, fires, accidents, breakage, necessary repairs, or other causes or contingencies beyond the Company's control, including, but not limiting the generality thereof, preferential commitment of supply pursuant to law or regulation or order of any governmental authority whereby the Company becomes unable to fulfill all of its obligations or commitments for the delivery of Firm Gas under the Contract then, in any such event and from time to time, the Company shall have the right and authority to curtail or interrupt delivery of Firm Gas under the Contract; provided, however, that insofar as reasonably possible, notice of such proposed curtailment, or interruption, will be given to the Customer and such curtailment or interruption of delivery shall be applied so far as practicable so as to avoid damage to work or material in actual process at such time. The Customer hereby expressly acknowledges that the supply and distribution of Firm Gas is subject to the conditions above stated and that the Company cannot and does not guarantee a constant supply, and that the Company shall not be held liable in damages or otherwise for any such interruption or curtailment of supply or service.

(b) **Protection of Residential Gas Supply:** The Customer understands and agrees that the Company's primary obligation is to supply gas to its residential customers and that the Company may therefore curtail or interrupt the delivery of Firm Gas to the Customer when such curtailment or interruption is, in the sole judgment of the Company, necessary in order for the Company to meet its obligation to serve its residential customers. Although the Company will, so far as reasonably possible, give notice to the Customer of the curtailment of deliveries of Firm Gas and will so far as reasonably possible effect such curtailment in a manner so as to minimize or avoid damage to work or material in actual process at the time of such curtailment, the Company shall not be held liable in damages or otherwise for any such curtailment.

2. **AGREEMENT TO INTERRUPT:** The Company may at any time, and from time to time, interrupt the supply of Interruptible Gas to the Customer and the Customer agrees to interrupt and curtail its consumption of Interruptible Gas in the manner, at the time, and to the extent as directed by the Company in its notice to the Customer to interrupt. It is understood and agreed that the Company's right to interrupt deliveries of Interruptible Gas is completely without limitation and that the Company may interrupt the delivery of Interruptible Gas to the Customer without interrupting the delivery of Interruptible Gas to other customers taking gas on an interruptible basis.

3. **PAYMENT TERMS:** Customer shall make payment to the Company for the services provided hereunder during the preceding calendar month by first class U.S. Mail at such address as the Company may hereafter designate. Customer shall pay the amounts due the Company as shown in the bill rendered to the Customer, and such payment shall be made on or before the due date specified on such bill. The Company shall have the right at any time, in its sole discretion, to alter these payment terms including but not limited to, changing Customer's billing schedule, requiring pre-payment for services and/or requiring a security deposit from Customer or increasing the amount of an existing security deposit.

Should Customer fail to pay any amount within the period set forth above, interest on the unpaid amount shall accrue at the lesser of the rate of one and one-half percent (1 ½%) per month or the maximum rate permitted by applicable law. If Customer fails to make payment when due, Customer's service will be subject to disconnection in accordance with the Rules and Regulations of the Alabama Public Service Commission. If such failure to pay continues for thirty (30) days, then the Company, at its option, may terminate this Agreement upon written notice to Customer.

4. METERS AND MEASUREMENT: Gas delivered hereunder shall be measured through one or more meters installed and maintained by the Company on the customer's property near the Customer's property line and at a location satisfactory to the Company. For the purposes of measurement, the unit of volume shall be a cubic foot. A cubic foot of gas shall mean the quantity of gas necessary to fill a cubic foot of space when the gas is at an absolute pressure of 14.73 pounds per square inch and at a temperature of 60°F. When gas is delivered at a pressure in excess of 14.73 pounds per square inch absolute, then for the purpose of measurement hereunder, such volumes of gas shall be corrected to a pressure of 14.73 pounds per square inch absolute. It is assumed that the atmospheric pressure is 14.4 pounds per square inch. The Company may at its option make correction for supercompressibility. In the absence of exercising such option, the gas will be assumed to obey Boyle's Law. The temperature of the gas passing through the meter(s), except as hereinafter provided for, shall be assumed to be 60°F. Where a recording thermometer is used, volumes shall be corrected for variations in flowing temperature from 60°F. The Company shall at all times retain title to all meters, regulators, and other equipment installed by it on the property of the Customer. The Company will inspect and test such meter(s) from time to time to ensure the accuracy thereof. If a meter is found by the Company to be inoperative or inaccurate, the error shall be determined by the most accurate method feasible and if the inaccuracy shall have resulted in an error in the measurement of gas of more than two per cent (2%), then the calculated deliveries of gas shall be adjusted for such period of inaccuracy as may be definitely known to compensate for such error. If the period of inaccuracy shall not be known, then such adjustment shall be made for the last half of the period between the time of the present test and the time of the most recent previous test or, if no previous test has been made since the installation of the meter, the date of installation of the meter on the property of the Customer. Upon written request of the Customer, the Company will test meter(s) at any time, provided, however, that if the meter(s) is (are) found to register correctly or to have an error not in excess of two per cent (2%) the cost of such test shall be paid by the Customer. The Customer agrees to indemnify the Company against all loss of or damage to any equipment of the Company situated on the premises of the Customer except such loss or damage as shall be caused by the Company, its employees, officers or agents.

5. POINT OF DELIVERY: The point of delivery of gas furnished under the Contract shall be the outgoing side of the Company's metering facilities installed on the Customer's property for the purpose of measuring gas delivered to the Customer. It is herein understood and agreed that the gas delivered under the Contract shall become the property of the Customer after it passes the point of delivery as specified above.

6. LIABILITY: The Company is not and shall not be liable for injury to or damage to the property of the Customer or any other person, firm, or corporation resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after the same has passed the point of delivery.

7. ENTRY BY COMPANY AGENTS: The authorized agents of the Company shall, at all reasonable times, have the right of access to the premises of the Customer for the purpose of examining and inspecting and maintaining meters and for other necessary purposes. No person other than an authorized agent of the Company shall be permitted to tamper with, inspect, or repair any meter or other property owned by the Company. Customer hereby empowers the Company to remove its meters and other property upon termination of the Contract.

8. PUBLIC SERVICE COMMISSION: Customer further agrees to accept and be bound by all rate schedules, rules, and regulations which have been or may in the future be approved or allowed to take effect by the Alabama Public Service Commission or which may otherwise take effect and to accept and be bound by all rules and regulations which have been or may hereafter be approved, issued, or promulgated by the Alabama Public Service Commission, or other governmental bodies having jurisdiction thereof.

RATE SCHEDULE APPLICABILITY

R RESIDENTIAL

This schedule is applicable for residential use only. Gas service under this schedule will be through a single point of delivery and shall NOT be resold.

MH MULTI-FAMILY HOUSING

This schedule is applicable to service by the Company through a single meter installation, to five or more housekeeping apartments, or other residential units where gas is supplied to each dwelling unit. Gas will be delivered through only one delivery point and shall NOT be resold. Multiple housing service will be contracted for on contract forms filed by the Company with the Alabama Public Service Commission.

SC & SI SMALL COMMERCIAL & SMALL INDUSTRIAL

These schedules are applicable to commercial and industrial Consumers with a maximum daily firm requirement of less than 50 Mcf, and who purchase no interruptible service. Gas will be delivered through only one delivery point and shall NOT be resold.

LC & LI LARGE COMMERCIAL & LARGE INDUSTRIAL

These schedules are applicable to commercial and industrial Consumers with a maximum daily firm requirement of 50 Mcf or more and to commercial and industrial Consumers with both firm and interruptible requirements. Service is not available under these rate schedules for total requirements in excess of 5,000 Mcf per day. Gas will be delivered at a single delivery point and shall NOT be resold.

T TRANSPORTATION

Applicable to Large Commercial (LC) and Large Industrial (LI) and Special Contract Consumers with requirements of 100 Mcf per day or more (excluding seasonal space heating loads) for the transportation of Consumer's firm and/or interruptible requirements of gas through Company's distribution system for delivery and consumption at Consumer's facilities in the State of Alabama.

**ALABAMA GAS CORPORATION
INDEX OF REQUIREMENTS PRIORITY CATEGORIES**

1	F1	Firm deliveries to consumers served under Company's Residential, Small Commercial, and Multi-Housing Rate Schedules and residential use under other rate schedules.
F2C	F2	Firm Commercial more than 50 Mcf/d
F2I	F2	Firm Industrial requirements for plant protection, feed stock, and process
F3I	F3	Firm Industrial requirements, not specifically designated
I3C	I3	Interruptible Commercial usage of 1 to 300 Mcf/d
I3IP	I3	Interruptible Industrial with propane as replacement: Requirements of consumers which were classified as interruptible priority 3 on June 1, 1985 because of the utilization of propane as an alternate fuel may remain in this priority. However, if the consumer elects to transfer part or all of these requirements to a higher numbered interruptible priority, consumer will not be permitted to return the transferred requirements to interruptible priority 3 in the future.
I3I	I3	Interruptible Industrial usage of 1 to 300 Mcf/d
4	I4	Interruptible Commercial or Industrial usage of 301 to 1,500 Mcf/d
5	I5	Interruptible Commercial or Industrial usage of 1,501 to 3,000 Mcf/d
6	I6	Interruptible Commercial or Industrial usage greater than 3,000 Mcf/d

ALABAMA GAS CORPORATION (Alagasco)
Large Industrial (LI) and Large Commercial (LC) Contracts

Customer Class	Contract	Purpose
Sales (non-transport) >50 MCF/day but <100 MCF/day, or Interruptible service	Contract for Gas Service *	Establishes Customer's legal or corporate entity name, service address, rate class, volumes of firm & interruptible gas delivery, minimum & maximum pressures, and hourly gas volume.
Transport >100 MCF/day on a non-seasonal basis **	Contract for Gas Service	Same as above.
	Agency Agreement for Interstate Customers	Allows Alagasco to purchase natural gas on behalf of the Customer – acting as the Customer's agent.
	Agency Agreement for Pipeline Transportation (P-Rate)	Allows Alagasco to arrange for discounted interstate pipeline transportation.
	Alagasco Transportation Service Agreement (T-Rate)	Allows Alagasco to transport customer's purchased gas on the Alagasco distribution system.

* This Contract is site (delivery point) specific and is required for each and every LC/LI service.

** Must meet the 100 MCF/day consumption threshold every month of the year – not simply average or annualized volumes.

We appreciate your business!

Robert M. Anderson, PE
Major Account Representative
ALAGASCO
605 Richard Arrington, Jr. Blvd. N
Birmingham, Alabama 35203-2707
(205) 326-1640
(205) 326-8193 Fax
robert.anderson@energen.com

Supplemental Agreement No. 2

MONTGOMERY COUNTY COMMISSION MONTGOMERY, ALABAMA

Date: January 8, 2009

This agreement is made and entered into by and between the Montgomery County Commission by and through its Engineering Department and Cardwell Corporation, Contractor, as an amendment to a contract made between the Montgomery County Commission and the Contractor on the 25th day of March 2008, for the construction of Intersection Improvements at Pike and Vaughn Road in Montgomery County, Alabama; and whereas Travelers Casualty & Surety Company of America is Surety therefor; Witnesseth: **WHEREAS**, certain items of construction encountered necessary to the project are not covered by the original contract on the above project, and in keeping with Section 23-1-60, Code AL, 1975, the following items of work, constitute that which is to be performed by the contractor under this Supplemental Agreement, to-wit:

ADD TO THE ORIGINAL CONTRACT

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
206C-AAA	Sawing and Removing Asphalt Pavement	720 LF	\$6.00/LF	\$4,320.00

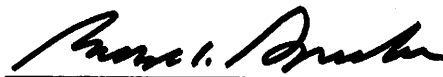
TOTAL = \$4,320.00
NET INCREASE = \$4,320.00

Any and all certifications and warrants to the original agreement are hereby made applicable to this Supplemental Agreement by reference.

In consideration of the changes set forth in this Supplemental Agreement, a time extension of 0 working days is granted for completion of the project. **NOW, THEREFORE**, the parties to the original contract above mentioned do hereby agree that the original contract be and is hereby amended by this Supplemental Agreement consisting of the above mentioned items of work and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract on the above project to be performed under the Specifications thereof, and that the original contract including amendments thereto, if any, is in full force and effect except so far as it is amended by this Supplemental Agreement.

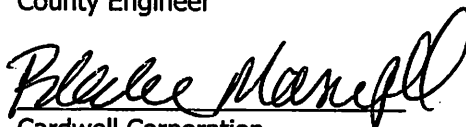
IN WITNESS WHEREOF, the parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective upon its approval by the Chairman of the Montgomery County Commission.

RECOMMENDED BY:



George C. Speake, P.E.
County Engineer

ACCEPTED BY:



Cardwell Corporation
Contractor

APPROVED BY:

Todd Strange, Chairman
Montgomery County Commission

T.C.U. CONSULTING SERVICES, LLC
P.O. Box 230487
Montgomery, Alabama 36123
(334)270-4255 (334)272-5731 Fax

Date: January 21, 2009

To: Montgomery County Commission

P.O. Box 1667

Attn: John Mitchell

Montgomery, Alabama 36102-1667

Project: Annex 1 - Phase 2 - 07-01-04

THE FOLLOWING MATERIAL IS TRANSMITTED

☒ With This Letter:

☐ Under Separate Cover:

☐ Drawings ☐ Prints ☐ Specifications ☐ Shop Drwgs ☐ Equipment Data ☐ Samples
☐ Estimates ☒ Other

COPIES	DATE OR #	DESCRIPTION
3	1/19/2009	Change Order Number 2 - \$135,773.37

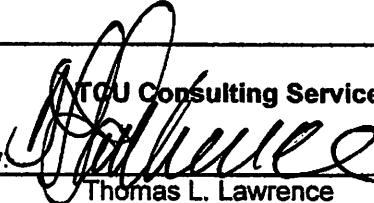
This material is:

☐ For Information ☒ For Approval, Please return Copies to us ☐ For Your File
☐ For Job Use ☐ Approved as noted ☐ To be Revised and Resubmitted
☐ Not Approved ☐ For Revision and Fabrication ☐

Comments: I have reviewed the attached Change Order and recommend that it be presented for
approval. All the items included in this change were presented previously and
approved. Do not hesitate to call if you have any questions.

2009 JAN 22 PM 12:32

cc: Job
File

By: 
T.C.U. Consulting Services, LLC
Thomas L. Lawrence



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address):
Sheriff's Office Renovations,
Montgomery County Courthouse

CHANGE ORDER NUMBER: 002

DATE: January 19, 2009

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

TO CONTRACTOR (Name and address):

CannDauson Construction
216 Echlin Blvd
Prattville, AL 36066

ARCHITECT'S PROJECT NUMBER: 0704GV-A

CONTRACT DATE: March 5, 2008

CONTRACT FOR: General Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- A. ADD Adding VCT and Rubber Base in Corridor 4th Floor.....\$9,057.40 ✓
- B. ADD Adding Additional electrical outlets.....\$6,556.75 ✓
- C. ADD Remove existing tree.....\$2,173.50 ✓
- D. ADD Shift Door 424 down wall.....\$424.35 ✓
- E. DEDUCT Reuse existing elevator door frames.....(\$10,250.00) ✓
- F. ADD Replace Water lines at toilets 326 and 330G.....\$3,315.59 ✓
- G. ADD Add third floor fur-downs at windows.....\$9,468.26 ✓
- H. ADD Replace existing Electrical service to Annex I.....\$88,548.67 ✓
- I. ADD Correct existing code violations.....\$26,628.85 ✓
- J. CREDIT for Fume Hood modification.....(\$150.00) ✓

TOTAL\$135,773.37 ✓

The original Contract Sum was	\$	4,638,198.00	—
The net change by previously authorized Change Orders	\$	57,877.67	—
The Contract Sum prior to this Change Order was	\$	4,696,075.67	—
The Contract Sum will be increased by this Change Order in the amount of	\$	135,773.37	—
The new Contract Sum including this Change Order will be	\$	4,831,849.04	✓

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is not changed

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PH&J Architects, Inc
ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104
ADDRESS

BY (Signature)

Patrick T. Addison, AIA
(Typed name)

DATE

Travelers Casualty & Surety Company of America

CannDauson Construction, Inc.
CONTRACTOR (Firm name)

216 Echlin Blvd
Prattville, AL 36066
ADDRESS

BY (Signature)

Ellen Barnett, Vice President
(Typed name)

DATE

Montgomery County Commission
OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102
ADDRESS

BY (Signature)

Todd Strange, Chairman
(Typed name)

DATE

Walter C. Downey
Attorney in

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User Notes:

(683853794)

CHANGE ORDER NUMBER TWO SUMMARY SHEET
Renovations to Montgomery County Courthouse Annex I - 2nd & 4th Floors
for the Montgomery County Commission, Montgomery, Alabama

PH&J #0704-GVA

<u>ITEM</u>	<u>COR</u>	<u>DESCRIPTION</u>	<u>COST</u>
A	1	Adding VCT abd Rubber Base in Corridor 4th Floor (Corridor 402) (Action Item 103)	\$9,057.40
	*		
B	11	Adding Additional Electrical Wall Outlets in Existing Clay Tile Walls (Action Item 92)	\$6,556.75
C	12	Remove Existing Tree (Lanscaping & sidewalk) that Interfers (Action Item 100)	\$2,173.50
	*	with New Electrical Service	
	*		
D	20	Shift door 424 down wall to Accmidate New Desk (Action Item 89)	\$424.35
E	21	Reuse existing Elevator Door Frames at all four floors (Action Item 82)	(\$10,250.00)
F	22	Replace water lines at toilets 326 and 330G (Action Item 84)	\$3,315.59
	*		
G	24	Add third Floor Fur-downs at windows (Action Item 85)	\$9,468.26
	*		
H	28	Replace existing Electrical Service to Annex I (Action Item 101)	\$88,548.67
I	29	Correct existing Code Violations for Power to Existing Chiller (Action Item 102)	\$26,628.85
J	30	Credit for Fume Hood Modification (Action Item 104)	(\$150.00)
TOTALS			\$135,773.37

COR = Contractors Change Order Request Number

* = Break in sequencing

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

DEPARTMENT:		County Commission Appropriations	REVIEWED:	S. Thomas	1/22/2009
REQUESTED BY:		Donald L. Mims, Administrator	APPROVED:		
Elected Official/Dept. Head			Administrator		Date

JUSTIFICATION: To provide funding for tourism development.

JAN 26 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 16

DEPARTMENT:	County Commission Appropriations	REVIEWED:	S. Thomas	1/22/2009
	1/22/2009		Finance Director	Date
REQUESTED BY:	Donald L. Mims, Administrator	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
In House Appro-Misc. Appro	001-59310-499	461,062	-25,000	436,062
LAMP High School	001-58100-499	0	25,000	25,000
				0
TOTAL		461,062	0	461,062

JUSTIFICATION:

To provide funding for Montgomery County LAMP High School Athletic Facility.

JAN 26 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 17

DEPARTMENT:	County Commission Appropriations	REVIEWED:	S. Thomas	1/22/2009
	1/22/2009		Finance Director	Date
REQUESTED BY:	Donald L. Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	001-59310-304	500,000	-50,000	450,000
Pre-Trial Other Professional Services	001-51263-307	251,936	50,000	301,936
				0
TOTAL		751,936	0	751,936

JUSTIFICATION:

To provide funding for Pre-Trial Diversion Counseling Services.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 9

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	1/21/09
REQUESTED BY:	George C. Speake	APPROVED:	Finance Director	Date
Elected Official/Dept. Head	1/21/2009	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Revenue Account	111-47908-400	(214,750)	(113,000)	(327,750)
Contract	111-53101-330	243,268	113,000	356,268
				0
				0
				0
				0
				0
				0
				0
				0
			-	0
				0
TOTAL		28,518	0	28,518

To add \$113,000 revenue received from developer (TVM Investment Properties LLC) and deposited on 1/15/09 for the construction of Pike/Vaughn Road intersection improvement project in order to make payment to vendors

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 26 2009

Request # 11

Date: January 12, 2009
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

je4

Request approval to be granted for the following:

Destination: Washington, DC
Departure Date: March 7, 2009 Return Date: March 11, 2009
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend the 2008 NACo Legislative Conference

Traveler (s) Name: 1. Jiles Williams 4. _____
2. John Mitchell 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$5,192.00 Advance Registration Required: \$1,030.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - 1030.00; Meals - 750.00; Airfare - 1200.00; Hotel - 1872.00
Taxi/Shuttle - 300.00; Parking - 40.00

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

The above request is app. 01/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$5,192.00 and advance registration of \$1,030.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$40,000.00</u>
Approved Requests:	<u>\$8,608.91</u>
Budget Available:	<u>\$31,391.09</u>
Current Requests:	<u>\$5,192.00</u>
Budget Balance:	<u>\$26,199.09</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 1/12/2009
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 26 2009

Request # 12

Date: January 20, 2009
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Monroeville, AL
Departure Date: February 12, 2009 Return Date: February 12, 2009
Conference Leave (Days / Hours): 6Hours
Purpose of Travel: to attend the CARIA Board of Directors Meeting

Traveler (s) Name: 1. John A. Mitchell, Sr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$117.70 Advance Registration Required: \$0.00

Department Name: County Commission Fund Name: General

Additional Comments: 117.70 - Mileage

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

The above request is app. 01/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$117.70 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$40,000.00</u>	
Approved Requests:	<u>\$8,608.91</u>	
Budget Available:	<u>\$31,391.09</u>	
Current Requests:	<u>\$5,309.70</u>	
Budget Balance:	<u>\$26,081.39</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/20/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 26 2009

Request # 5

Date: January 19, 2009
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 9, 2009 Return Date: February 9, 2009
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend "Basics of Archives" workshop at the Birmingham Public Library

Traveler (s) Name: 1. Rita Parker 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$145.00 Advance Registration Required: \$30.00

Department Name: Probate Judge Fund Name: General Fund

Additional Comments: _____

To: Judge Reese McKinney, Jr.
From: Donald L. Mims, Administrator

The above request is app. 01/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$145.00 and advance registration of \$30.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,250.00</u>
Approved Requests:	<u>\$1,200.00</u>
Budget Available:	<u>\$6,050.00</u>
Current Requests:	<u>\$145.00</u>
Budget Balance:	<u>\$5,905.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/20/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 26 2009

Request # 2

Date: January 20, 2008
To: Donald L. Mims, Administrator
From: Gina Savage, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: March 18, 2009 Return Date: March 20, 2009
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend Alabama Jail Association Meeting

Traveler (s) Name: 1. Wanda Robinson 4. _____
2. Barbara Palmer 5. _____
3. Etta Matthews 6. _____

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

Total (est.) Cost: \$45.00 Advance Registration Required: \$45.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Gina Savage, Director

From: Donald L. Mims, Administrator

The above request is app. 01/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$45.00 and advance registration of \$45.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$1,685.00</u>	
Budget Available:	<u>\$18,315.00</u>	
Current Requests:	<u>\$45.00</u>	
Budget Balance:	<u>\$18,270.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 1/20/2009

cc: Finance Director / Buyer

MEMORANDUM OF UNDERSTANDING

between

MONTGOMERY COUNTY COMMISSION in support of MONTGOMERY COUNTY DRUG COURT

and

THE ALABAMA ADMINISTRATIVE OFFICE OF COURTS

This Memorandum of Understanding ("MOU") is entered into between the Montgomery County Commission in support of Montgomery County Drug Court ("the Drug Court") and the Alabama Administrative Office of Courts ("AOC").

Preamble

AOC has a keen interest in developing and supporting methods to help keep nonviolent offenders from filling already overcrowded prisons. One such method is the implementation of drug courts to serve as a diversionary tool for drug offenders. Drug courts already implemented in the State of Alabama have had tremendous success at helping to fix individuals with substance abuse issues, all the while keeping these individuals out of overfilled prison populations. The Drug Court has expressed the desire of creating or expanding a drug court and has sought financial assistance from the AOC in creating a drug court program. AOC, having received an appropriation from the Alabama Legislature as a part of the 2009 FY budget to establish and enhance drug courts throughout the state, hereby agrees to provide financial support to the county in its endeavor to the extent that is agreed upon in this MOU.

Article I – Period of Performance

This MOU shall begin on October 1, 2008 and shall not extend beyond September 30, 2009.

Article II – Consideration

The total amount of funds to be transferred from AOC to the Drug Court pursuant to this agreement shall not exceed (\$10,000.00).

In return, the County agrees to apply all of the funds received from AOC pursuant to this agreement toward the implementation, facilitation, and/or continuation of a drug court program. The funds shall be used to assist in the case management of defendants, to purchase supplies and equipment for the drug court program (e.g. drug testing equipment), or to hire personnel to help run the drug court docket (e.g. drug court coordinator, case manager). The funds shall not be used for any other purpose outside of

the drug court program, nor shall the funds be utilized to supplement the salary of any sitting or active judge.

Article III – Endorsements

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the first date indicated below.

Alabama Administrative Office of Courts

Montgomery County Commission

Date

Date

January 12, 2009

Administrative Office of Courts
Cheryl Plato-Bryant, State Coordinator
Drug Court Programs
300 Dexter Avenue
Montgomery, AL 36104-3741

Dear Cheryl:

This letter is to request the release of the Drug Court Grant monies stated in the Memorandum of Understanding. (MOU)

Please send the Grant monies to:

Federal Tax ID#

Sincerely,

TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation

Program Management

Facilities Planning

Strategic Planning

Construction Claims Consulting

Development Consulting

January 12, 2009

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

Re: Annex 1 – Phase II

Dear John:

Attached is a proposal from Haynes Kelley of Environmental Consultants. As requested, I asked Mr. Kelley to provide the proposal for survey, preparation of a specification section to cover removal of the wall covering, moldy gyp board, cleaning of the abatement design and monitoring of the removal of the mold that I found in the vinyl wall covering on the above referenced project. I have reviewed the proposal and I recommend that the commission consider approval.

Please have this placed on the agenda for the next information session if necessary. If it can be approved prior to that time it would be helpful due to the nature of the task.

If you have any questions please do not hesitate to call me.

Sincerely,
TCU Consulting Services, LLC


Thomas L. Lawrence
Program Director

cc: file

Ken Upchurch
Tim Cantey
Don Wheeler
Donnie Mims



January 10, 2009

Mr. Thomas L. Lawrence
TCU Consulting Services, LLC
2455 Bell Road
Montgomery, AL 36117

Subject: Mold Removal Design
Montgomery County Annex I
EMC Proposal No. MA-09-102

Dear Mr. Lawrence:

I am pleased to submit this proposal for providing mold clean-up design services for exterior walls within the renovation area on the third floor of the Montgomery County Annex I building. This proposal presents my understanding of the proposed project, EMC's proposed scope of services and costs for our work.

PROJECT INFORMATION

Renovations are currently underway on the third and fourth floors of the north wing of Annex I. The exterior walls at many areas of the third floor are covered with vinyl wall covering, and at some locations mold has been discovered behind that covering. To reduce the risk of mold exposure for County employees and to reduce the likelihood of recurring mold growth, the County Commission desires to have the vinyl wall covering removed from exterior walls within the renovation areas of the third floor, and to have mold cleaned from the exposed substrate. Because mold cannot be adequately cleaned from gypsum board, areas of moldy gypsum board substrate are to be removed.

PROPOSED SERVICES

In order to assist the County I propose the following services:

- Prepare a specification section addressing removal of vinyl wall covering, removal of moldy gypsum board substrate, cleaning of exposed wall cavity areas and cleaning of moldy plaster substrate on exterior walls within the renovation areas of the third floor.
- Review the mold abatement contractor's pre and post job submittals.
- Upon completion of the work, perform visual observations to determine if the specified removal and cleaning appear to have been completed.

FEES

EMC's fee for the design, submittal review and one clearance observation visit will be \$1,830. If the work has to be performed in multiple phases, or if initial clearance observations reveal that the work is not complete, the cost for additional observation trips will be charged at \$250 per trip for up to two hours on site.

Our normal practice is to issue an invoice monthly for work performed in the prior period. Unless you specify otherwise, we will send one copy of each invoice.

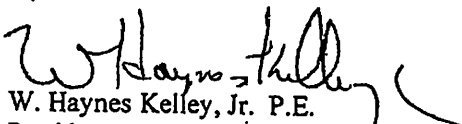
LIMITATIONS

The design and testing services proposed herein address only mold cleaning on exterior wall surfaces within the renovation areas of the third floor of the Annex I Building.

Molds are ubiquitous organisms. All they need to flourish at normal temperatures is food and water. Since many building materials, office supplies and organic dust/dirt are food for mold, water is all that is required to facilitate mold growth on these materials. Although I will endeavor to specify appropriate isolation and cleaning techniques and, through observations and testing, ensure that the cleaning was properly performed, if building materials, office supplies and/or dirty surfaces are allowed to become wet, mold growth will reoccur.

Thank you for the opportunity to provide this proposal. Should you have any questions or comments, please contact me at your convenience.

Sincerely,
Environmental-Materials Consultants, Inc.


W. Haynes Kelley, Jr. P.E.
President

PROPOSAL ACCEPTANCE SHEET

Proposed Services: Mold Removal Design

Project Name: Montgomery County Annex I

Project Location: 100 South Lawrence Street, Montgomery, AL

Proposal No. and Date: MA-09-102 January 10, 2009

CLIENT:

Name: The Montgomery County Commission

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

Attention: Mr. Donald L. Mims, CPA, County Administrator

SPECIAL INSTRUCTIONS: _____

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the terms on this page and the reverse hereof are:

Accepted this _____ day of _____ 20_____

Print or type individual, firm or corporate body name _____

Signature of authorized representative _____

Print or type name of authorized representative and title _____

TERMS AND CONDITIONS

SCOPE OF SERVICES. Environmental Materials Consultants, Inc. as an independent consultant, and hereafter referred to as ENGINEER, agrees to provide CLIENT for CLIENT's sole benefit and exclusive use consulting services set forth in EMC's proposal.

STANDARD OF CARE. Services performed by ENGINEER under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar circumstances. No other representation, warranty, or no warranty or guarantee is included in this AGREEMENT, or in any report, opinion, document or otherwise.

BILLING AND PAYMENT. CLIENT recognizes that timely payment of ENGINEER's invoices is a material part of the consideration of this AGREEMENT. CLIENT shall pay ENGINEER for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by ENGINEER from time to time, but no more frequently than every two weeks, and shall be due and payable within fifteen calendar days of invoice date. If CLIENT objects to all or any portion of an invoice, CLIENT shall so notify ENGINEER within fourteen calendar days of the invoice date, identify the cause of disagreement and pay, when due, that portion of the invoice, if any, not in dispute. CLIENT shall pay an additional charge of one-and-one-half percent for the amount percentage allowed by law, whichever is lower of the invoiced amount per month plus collection costs, including reasonable attorney's fees, for any payment received by ENGINEER more than thirty calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by CLIENT. Application of the percentage rate indicated above as a consequence of CLIENT's late payments does not constitute any willingness on ENGINEER's part to finance CLIENT's operations, and no such willingness should be inferred. If CLIENT fails to pay undisputed invoiced amounts within thirty calendar days of the date of the invoice, ENGINEER may at any time, without waiting any other claim against CLIENT and without thereby incurring any liability to CLIENTS, suspend or terminate this AGREEMENT. If a project is terminated in whole or in part, then ENGINEER shall be paid for services performed prior to receiving or issuing written notice of such termination in addition to ENGINEER's reimbursable expenses and any children costs incurred. Shutdown costs may, at ENGINEER's option, be included in and protect ENGINEER's professional reputation. ENGINEER may require, at any time during the pendency of this AGREEMENT, and at its sole discretion, that CLIENT post a letter of credit issued by a federally insured financial institution in an amount sufficient to assure full payment hereunder.

TERMINATION. CLIENT or ENGINEER may terminate this AGREEMENT by notifying the other party. Termination will become effective thirty calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause thereof, CLIENT shall within thirty calendar days of termination reimburse ENGINEER for services rendered and costs incurred. Costs shall include those incurred up to the time of termination, as well as those associated with termination and post-termination activities, such as demobilization, decontamination and/or disposal of equipment or samples.

DOCUMENTS. CLIENT will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by ENGINEER for proper performance of ENGINEER's services. ENGINEER may rely upon CLIENT-provided documents in performing the services required under this AGREEMENT; however, ENGINEER assumes no responsibility or liability for their accuracy. CLIENT-provided documents will remain property of CLIENT. All documents, including but not limited to, drawings, specifications, reports, boring logs, test notes, laboratory test data, calculations and AGREEMENT, shall be ENGINEER's sole instrument of services performed under this AGREEMENT. If any documents are furnished to CLIENT or ENGINEER, CLIENT agrees that all of any documents furnished to CLIENT or ENGINEER shall be used by CLIENT for any purpose whatsoever. CLIENT further agrees that under no circumstances shall any documents produced by ENGINEER pursuant to this AGREEMENT be used at any location or for any project not expressly provided for in this AGREEMENT without ENGINEER's prior written permission. If CLIENT uses all or any portion of ENGINEER's work on another project without ENGINEER's permission, CLIENT shall to the maximum extent permitted by law save ENGINEER harmless from any and all claims arising from such unauthorized reuse. Further, no part of any document ENGINEER delivers to CLIENT shall be reproduced or distributed, whether for advertising or any other purpose, without ENGINEER's prior written consent. Any such reproduction or distribution shall be at CLIENT's sole risk and without liability or legal exposure to ENGINEER.

HAZARDOUS SUBSTANCES AND CONSTITUENTS. CLIENT agrees to advise ENGINEER upon execution of this AGREEMENT of any hazardous substances or any conditions existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. CLIENT agrees to provide continuing information as it comes available to the attention of CLIENT in the future. By virtue of entering into this AGREEMENT or of providing services hereunder, ENGINEER does not assume control of, or responsibility for, the site or the person in charge of the site, or

undertake responsibility for reporting to any Federal, State or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. CLIENT agrees to notify the appropriate Federal, State or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety or the environment. In connection with hazardous waste, CLIENT agrees to the maximum extent permitted by law to assume responsibility for the removal, treatment, removal, or other action of hazardous waste, and to indemnify ENGINEER from and against any and all claims of liability resulting from such action.

(b) CLIENT's violation of any Federal, State or local statute, regulation or ordinance relating to the disposal of hazardous substances or constituents.

(c) CLIENT's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of hazardous substances or constituents found or identified at the site;

(d) Changed conditions or hazardous substances or constituents introduced at the site by CLIENT or third persons before or after the completion of services herein.

(e) Allegations that ENGINEER is a handler, generator, operator, transporter or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar Federal, State or local regulation or law.

UNANTICIPATED CONDITIONS OR HAZARDOUS MATERIALS. Unanticipated conditions or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. ENGINEER and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. ENGINEER and CLIENT also agree that the discovery of unanticipated hazardous materials will make it necessary for ENGINEER to take immediate measures to protect human health and safety, and/or the environment. ENGINEER agrees to notify CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. CLIENT encourages ENGINEER to take any and all measures that in ENGINEER's professional opinion are justified to preserve and protect the health and safety of ENGINEER's personnel and the public, and/or the environment, and CLIENT agrees to compensate ENGINEER for the additional cost of such work. In addition, CLIENT agrees to indemnify ENGINEER, and agree to indemnify, defend and hold ENGINEER harmless from any and all claims for injury or damage to persons or property, including the cost of investigation, testing, and/or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

RIGHT OF ENTRY. CLIENT shall provide for ENGINEER's right to enter from time to time property owned by CLIENT and/or other(s) in order for ENGINEER to fulfill the scope of services indicated hereunder. CLIENT understands that use of exploration equipment may cause some damage, the correction of which is not part of this AGREEMENT. CLIENT also understands that the discovery of certain conditions and/or taking preventive measures relative to these conditions may result in reduction of the property's value. Accordingly, CLIENT waives any claim against ENGINEER, and agrees to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss allegedly arising from procedures associated with ENGINEER's activities or discovery of hazardous materials or suspected hazardous materials. In addition, CLIENT agrees to compensate ENGINEER for any time spent or expenses incurred by ENGINEER in defense of any such claim, with compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

DAMAGE AT SITE. ENGINEER will not be liable for any property damage or bodily injury arising from exploration or testing or interference with existing structures or equipment. However, CLIENT shall be liable for any damage to existing structures or equipment caused by exploration or testing or interference with existing structures or equipment. CLIENT shall be liable for any damage to existing structures or equipment caused by exploration or testing or interference with existing structures or equipment. CLIENT shall be liable for any damage to existing structures or equipment caused by exploration or testing or interference with existing structures or equipment. CLIENT shall be liable for any damage to existing structures or equipment caused by exploration or testing or interference with existing structures or equipment.

SAMPLING AND TESTING LOCATIONS. The fees included in ENGINEER's Proposal do not include costs associated with surveying of the site and/or facility to determine accurate horizontal and vertical location of tests. If surveying is required, cost of surveying will be paid by CLIENT. Field tests or boring locations described in report or shown on sketches are based on specific information furnished by others or estimates made in the field by personnel. Such dimensions, depths or elevations are approximations.

DISPOSAL OF SAMPLES. Samples obtained from the PROJECT site are the property of CLIENT. ENGINEER shall preserve such samples for no longer than forty-five calendar days after the issuance of any document that includes the data obtained from them, unless other arrangements are mutually agreed upon in writing. Should any of these samples be contaminated by hazardous substances or suspected hazardous substances, it is CLIENT's responsibility to select and arrange for lawful disposal procedures, that is, procedures which encompass removing the contaminated samples

from ENGINEER's custody and transporting them to a disposal site. CLIENT is advised that, in all cases, prudence and good judgment should be applied in selecting and arranging for lawful disposal procedures. Due to the risks to which ENGINEER is exposed, CLIENT agrees to waive any claim against ENGINEER, and to defend, indemnify and hold ENGINEER harmless from any claim or liability for injury or loss arising from ENGINEER's handling, labeling, transporting, testing, storing or other handling of contaminated samples. CLIENT also agrees to compensate ENGINEER for any time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

FIELD PERFORMANCE. The presence of ENGINEER's field personnel either full- or part-time will be for the purpose of providing observation and field testing of specific aspects of the project. Should a contractor be involved in the project, ENGINEER's work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor should be so advised. The contractor should also be informed that neither the presence of ENGINEER's field representative nor the observation and testing by ENGINEER shall ensure contractor in any way for defects discovered in contractor's work. It is agreed that ENGINEER will not be responsible for job or site safety on the project and that ENGINEER does not have the right to stop the work of the contractor.

PUBLIC LIABILITY. ENGINEER maintains workers' compensation and employer's liability insurance for ENGINEER's employees as required by State law. In addition, ENGINEER maintains comprehensive general liability with limits of \$1,000,000 and auto liability insurance with limits of \$1,000,000. A Certificate of Insurance can be supplied evidencing such coverage. ENGINEER will not be liable or responsible for any loss, damage or liability beyond the amounts, limits, coverage or conditions of such insurance specified above. In the event any third party brings suit or claim for damages against ENGINEER alleging exposure to or damage from material, elements or constituents at or from CLIENT's facility before, during or after the services of this AGREEMENT, which is alleged to have resulted in or caused disease or any adverse health condition to any third party or other property damage, then: CLIENT agrees to indemnify ENGINEER in any such suit or claim and pay, on ENGINEER's behalf, any defense costs incurred by ENGINEER, including any interest thereon. Further, CLIENT shall defend, indemnify and hold ENGINEER harmless from any and all claims for injury or damage to persons or property, including the cost of investigation, testing, and/or suspected hazardous materials. CLIENT also agrees to compensate ENGINEER for time spent and expenses incurred by ENGINEER in defense of any such claim, with such compensation to be based upon ENGINEER's prevailing fee schedule and expense reimbursement policy.

PROFESSIONAL LIABILITY. CLIENT agrees to limit ENGINEER's liability to CLIENT or any third party arising from negligent professional acts, errors or omissions, such that our total aggregate liability shall not exceed \$50,000 or ENGINEER's total fee, whichever is greater.

CLAIMS. In the event CLIENT makes any claim against ENGINEER at law or otherwise, for any alleged error, omission or injurious act arising out of the performance by ENGINEER of services pursuant to this AGREEMENT, which cannot be mutually resolved without resort to litigation, and CLIENT fails to prove such claim, then: CLIENT shall pay all costs incurred by ENGINEER in defending itself against claim, including without limitation, ENGINEER's personnel-related costs, attorney fees, court costs and other claim-related expenses, including without limitation, costs, fees and expenses of expert. CLIENT agrees that for purposes of this AGREEMENT, it has failed to prove its claim when any judgment obtained by it is for a sum of money less than the maximum amount offered in writing by ENGINEER to resolve the matter prior to commencement of trial.

REVERSIBILITY. Any element of this AGREEMENT held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

SURVIVAL. All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between CLIENT and ENGINEER shall survive the completion of the services hereunder and their termination of this AGREEMENT.

INTERPRETATION. This AGREEMENT comprises a final and complete repository of understanding between CLIENT and ENGINEER. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the subject matter of this AGREEMENT. CLIENT and ENGINEER agree that modifications to this AGREEMENT shall not be binding unless made in writing and signed by an authorized representative of each party.

GOVERNING LAW. The law of the State of Alabama governs the validity of this AGREEMENT, its interpretation and performance, and remedies for contract breach or any other claims related to this AGREEMENT.

Agenda

Members:

Term Expires:

JAN 26 2009

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

11/3/2008

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

11/3/2008

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

11/3/200

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

11/3/2008

John Treat
8228 Woodley Road
Montgomery, AL 36116
Home: (334) 281-3640
Cell: (334) 328-6638

11/3/2008

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

11/3/2008

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

11/3/2008

**Southeast Alabama Emergency
Medical Services Council, Inc.**

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

11/3/2008

Term: 1 year _____

Montgomery County Community Punishment & Correction Authority

Members:

Term Expires:

Robert Porterfield, Jr.
3683 Oak Street
Montgomery, AL 36105
Home: 264-8566 Work: 215-8290

12/1/2009

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

12/1/2010

Daniel Harris
3857 Colline Drive
Montgomery, AL 36106

12/1/2010

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

12/1/2008

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

12/1/2008

Stephen Dodd
1029 East Fairview Ave
Montgomery, AL 36106
Home: 262-3386 Work: 242-7378

12/1/2008

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

12/1/2008

District Attorney Ellen Brooks
Work: 832-2550

1/17/2011

Sheriff D.T. Marshall
Work: 832-2593

1/20/2011

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

JAN 26 2009

FREEDOM FORUMS, INC.

PO BOX 241304

MONTGOMERY, AL

Office: 334-731-3047 Cell: 334-202-9484

Email: prmc coy123@yahoo.com

January 8, 2009

Montgomery County Commission
PO Box 1667
Montgomery, AL 36102

Dear Hon. Commissioners:

Last year we announced our pleasure in having been selected by the 5th grade teachers of the Montgomery Public Schools that our annual *Freedom Forum* be the official 5th grade field trip for Montgomery County Schools! I was so delighted to get this good news and am still basking in it! This series of three programs will be the 16th consecutive year of impacting our 5th graders! Nearly 50,000 youngsters have attended our programs in these years!

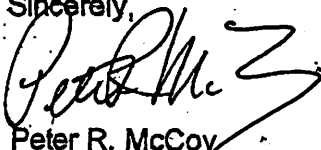
So, once again we are conducting a series of three assemblies for the 5th graders of Montgomery County. We are anticipating having a total of over 3,000 students participating in the Tine Davis Gymnasium on the campus of Faulkner University.

The dates for the programs are as follows: January 9, February 6, and March 6. Each program will begin at 9:30 am and conclude at 11:45 am.

The Montgomery County Commission has been the major sponsor in bringing this program to so many students each year. Thus, we are requesting from each Commissioner an amount of \$500, as we have done each year.

Please consider this request for the success of our program. Please contact me to answer any questions you might have.

Sincerely,



Peter R. McCoy
President

TODD STRANGE
CHAIRMAN

ELTON N. DEAN, SR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

January 9, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Montgomery County Courthouse Annex 3
County Archives Move

Walter Hopkins Company has submitted a proposal to provide professional services supervising the move of county archives to the new Annex 3 building. The proposal is attached for your review which also includes a breakdown of the scope of work and the times and duration of the project.

The cost will be \$700.00 per day, not to exceed \$4,200.00. I recommend the Commission waive rules and approve this proposal at the next Commission meeting on January 12, 2009.

JAM/rw

Attachments

**Montgomery County
Proposal for Professional Services**

Project Overview

Provide a Project Manager for supervision and direction to oversee the media move to the Montgomery County Archives in the new "Advertiser" Building.

Scope of Work

The scope of the work is to manage the move by providing supervision to movers on the offload and refile of media being moved. The Project Manager would ensure the media will be moved in an organized manner and the alpha or numeric flow maintained at all times. The Project Manager would also work with the County Archivist on allocation and the use of space on each Spacesaver system based on per type of media to maximize shelving use.

Total Cost Per Day @ \$700.00

Time Availability & Duration

January 22nd and January 23rd

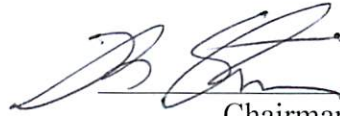
Return February 2nd, continuous 5-day work week until task is complete. If break in service, other than weekend, additional \$400 cost per new start up.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, February 9, 2009, at 8:45 in the morning.



Administrator



Chairman