

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 23, 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 III.

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

COMMENTS FROM ADMINISTRATOR MIMS

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

PRESENTATION BY PROBATE JUDGE REESE MCKINNEY, JR.

Probate Judge Reese McKinney, Jr., requested authorization to hire an Accounting Supervisor for the Probate Judge's Office. Judge McKinney stated that the position was critical to the operations of the new accounting system for the Probate Office. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION ITEMS BY COMMISSIONERS

Commissioner Ingram briefed the Commission regarding a Memorandum of Understanding with the Town of Pike Road for high performance street lighting at Merle's Truck Stop on Highway 231, which appears on the agenda. After discussion, the Commission asked County Attorney Tyrone Means to review the Memorandum and make any necessary changes and add the physical address to the agreement. The Commission agreed to place the Memorandum of Understanding on the next agenda.

Chairman Strange, Vice Chairman Dean, Commissioner Williams and Commissioner Polizos requested a \$1,000 miscellaneous appropriation be added from each of their accounts to the Family Sunshine Center for the Family Services Program.

Commissioners Williams and Polizos requested a \$1,000 miscellaneous appropriation from each of their accounts be added for the Aid to Inmate Mothers, Inc., for Programs for Inmate Mothers.

Commissioner Ingram requested a \$2,000 miscellaneous appropriation from his account be added for Iron Man Ministries. Chairman Strange requested a \$500 miscellaneous appropriation from his account be added for the same purpose.

Vice Chairman Dean requested \$1,500 miscellaneous appropriations from his account be added for the Montgomery County Recreation Department to support each of the following programs: Southern Dixie Youth Baseball League, Bellingrath-Southlawn Dixie Youth Baseball League, and Suburban West Dixie Youth Baseball League. The Commission agreed to waive rules and add these appropriations to the agenda.

PRESENTATION BY CHIEF DEPUTY DERRICK CUNNINGHAM

Chief Deputy Derrick Cunningham requested approval of purchase orders for furniture and other items for the Sheriff's Office on the 4th Floor of Annex I, which appeared on the agenda. After discussion, the Commission agreed to his request with the provision that the Purchase Orders do not exceed \$12,000.

Chief Deputy Cunningham requested approval of the Homeland Security Grant 8 MAL with Alabama Department of Homeland Security for AMAS Mutual Aid Teams Equipment, which also appeared on the agenda.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE HOWELL

Juvenile Court Administrator Bruce Howell briefed the Commission regarding the performance of the Davis Treatment Center and requested a thirty-day written cancellation notice be given to the program contractor, Human Resource Development Institute of Alabama, LLC (HRDI). After discussion, the Commission agreed to waive rules to allow Administrator Mims to give a thirty-day written notice to cancel the contract

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Commission a memorandum from Community Corrections Executive Director Paul H. Brown requesting approval to fill two vacant County Probation Officer Positions with Montgomery County Community Corrections. Chairman Strange stated that these positions are not affected by the hiring freeze because they fall under the category of "law enforcement and corrections".

Administrator Mims presented the Commission a memorandum from Deputy Administrator Mitchell requesting approval to appoint Sherrill Thomas as Acting Finance Director and to approve a temporary one step irregular pay increase due to the absence of Finance Director Sandra Johnson. Administrator Mims noted that when Ms. Johnson returns, Ms. Thomas will revert back to her position as Deputy Finance Director and her regular pay step.

Administrator Mims presented the Commission a memorandum from Sheriff D. T. Marshall requesting authorization of fourteen Clerk II positions for the Montgomery County Detention

Facility and approval of the related position fill requests. Chief Deputy Derrick Cunningham informed the Commission that these positions are included in the Detention Facility budget.

Administrator Mims presented the Commission a memorandum from Deputy Administrator Mitchell recommending the approval of a contract with Carmichael Engineering, Inc., to perform soil testing at the K-9 Facility site in Snowdown.

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

Administrator Mims presented a letter from Greg Crawford, Director of Bellingrath Jr. High School Community Center, requesting an appropriation in the amount of \$2,500 for the Athletic Department. Each Commissioner requested a \$500 miscellaneous appropriation be added for this purpose from their accounts. The Commission agreed to waive rules and add these appropriations to the agenda.

Administrator Mims presented a letter from Jan Hill, Principal of Forest Avenue Academic Magnet Elementary, requesting an appropriation from the Commission for "Smartboards". The Commission agreed to consider the request at a later meeting.

Manager of Public Affairs DiDi Henry introduced Miss Emilee Deprato. She informed the Commission that Miss Deprato is a Public Relations Intern from Auburn University of Montgomery and that she will be grading her. Miss Deprato will be with the Administration until December 2009. Ms. Henry informed the Commission that Miss Imani Russell is a Public Relations Intern from Alabama State University and will be with the Administration until the last week of April.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding a proposal from Professional Engineering Consultants, LLC for the Civil Design work of the new K9 facility. The Commission agreed to place this item on the next agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a memorandum from Support Services Assistant Director Pat Silas requesting approval of a Purchase Order in the amount of \$3,000 to Moffitt Company, Inc., regarding audio/visual equipment in Annex III. Commissioner Polizos was asked by the Commission to work the issue.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

Mr. Speake informed the Commission that the first layer of asphalt had been placed on most of the widening on the Pike/Vaughn Road intersection project, and the remainder of the widening should be done today. The final asphalt surface should be placed Tuesday and Wednesday, with the temporary lane striping. All lanes at this intersection should be open to traffic by Thursday or Friday.

Mr. Speake also recommended approval of Agenda Items Number 7, Supplemental Agreement Number 3 for the Pike/Vaughn Road Intersection Improvements, and Number 8, Change Order Number 3 for the Sign/Vehicle Maintenance Shop Buildings.

Additionally, Mr. Speake mentioned that completion of his annual evaluation would be due in March 2009, and he handed out a memorandum to each Commissioner summarizing work and accomplishments over the past year. Chairman Strange asked the Commission to have the evaluation forms completed before the next Commission meeting date.

DISCUSSION ITEMS BY COMMISSIONERS

Chairman Strange discussed the Federal Stimulus Package with his fellow Commissioners and elaborated on several projects the package could fund.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented a letter from WVAS FM Public Radio Station Manager Candy Capel requesting a \$5,000 appropriation for the annual "Jazz on the Grass". After discussion, the Commission asked the Administration to inform Ms. Capel that the County will not be able to financially support the event this year.

Administrator Mims presented a letter from Montgomery Southern League Assistant Commissioner Calvin Nelson requesting a \$3,000 appropriation. After discussion, the Commission agreed to consider a discretionary appropriation at the next meeting.

Administrator Mims informed the Commission that Moffitt Company would be setting up the new monitors in the Commission Chambers for them to consider.

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 Deputy Administrator John A. Mitchell, Sr., at the request of Commissioner Polizos.

The Pledge of Allegiance was led by Chairman Strange.

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. Polizos made a motion to approve the Minutes of the Regular Meetings of January 26, 2009 and February 9, 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. Ingram 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.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED 2009 WEATHERIZATION ASSISTANCE PROGRAM GRANT AGREEMENT WITH ADECA, GRANT NUMBER LIWAP-028-09

The Administrator requested approval of the 2009 Weatherization Assistance Program Grant Agreement with ADECA, Grant Number LIWAP-028-09.

Mr. Williams made a motion to approve the 2009 Weatherization Assistance Program Grant Agreement. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Grant Agreement, Agenda Pages 1-1 through 1-8, are attached to these Minutes.)

SHERIFF’S OFFICE – APPROVED HOMELAND SECURITY GRANT 8 MAL WITH ALABAMA DEPARTMENT OF HOMELAND SECURITY FOR AMAS MUTUAL AID TEAMS EQUIPMENT

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham of the Montgomery County Sheriff’s Office requesting approval of the Homeland Security Grant 8 MAL:

February 18, 2009

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Homeland Security Grant 8 MAL

Please find attached a grant from Homeland Security for \$34,250.00 to reimburse AMAS Mutual Aid Teams for equipment purchased for departments heavy rescue units. Please have the authorized person sign both copies of the grant and return as soon as possible.

Your assistance in this matter will be appreciated.

End of Memorandum

Mr. Polizos made a motion to approve the Homeland Security Grant 8 MAL. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Letter and Grant Agreement, Agenda Pages 2-2 through 2-12, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT WITH THE STATE OF ALABAMA DEPARTMENT OF EXAMINERS OF PUBLIC ACCOUNTS REGARDING REIMBURSEMENT OF COSTS ASSOCIATED WITH THE ANNUAL AUDIT OF FEDERAL FINANCIAL ASSISTANCE RECEIVED BY THE COUNTY

The Administrator presented a request from Mike Scroggins, Director of County Audit Division of the State of Alabama Department of Examiners of Public Accounts, for the approval of an Agreement regarding reimbursement of costs associated with the annual audit of federal financial assistance received by the County.

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

COUNTY COMMISSION – APPROVED CONTRACT WITH HAPPY HOLLOW BORING & EXCAVATING, LLC, REGARDING AIR TESTING OF PHASE I SANITARY SEWER IN THE MONTGOMERY INDUSTRIAL PARK, GMC PROJECT NO. 5-3-006(2)

The Administrator presented the following letter from Jeffrey A. Harrison, P.E., with Goodwyn, Mills and Cawood, Inc., requesting approval of contract with Happy Hollow Boring & Excavating, LLC, regarding air testing of Phase I Sanitary Sewer in the Montgomery Industrial Park:

February 6, 2009

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
100 S. Lawrence Street, 3rd Floor
Montgomery, AL 36104

RE: Recommendation to Award Air Testing of Phase I Sanitary Sewer

Project: Montgomery Industrial Park
 For the Montgomery County Commission
 GMC Project No. 5-3-006(2)

Dear Mr. Mims:

In accordance with the “early usage” agreement made between the Montgomery Water Works and Sanitary Sewer (MWWSSB) and the County Commission in order to have sewer service available for ProEthics, all sanitary sewer gravity mains in the first phase of the sewer expansion were to be retested once all other utilities (i.e. APCO, Dixie Electric, ALAGASCO, BellSouth, etc.) were completed with their construction within the park. To date, all major utilities have been installed within the park and the final testing of the sewer must be completed. Testing is to include of the gravity mains from the Stoney Brooke Connection to the manhole south of ProEthics.

I have requested proposals from Brunson Nichols Construction, Carter Construction and Happy Hollow Construction and have received two (2) proposals for the work to be performed. Upon review of the proposals, Happy Hollow Construction is the low bidder in the amount of \$2,492; therefore, I recommend the Commission award the contract to Happy Hollow in the amount quoted.

Sincerely,
Goodwyn, Mills and Cawood, Inc.

/s/ Jeffrey A. Harrison, P.E.

End of Letter

Mr. Polizos made a motion to approve the contract. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Quote, Agenda Pages 4-2 and 4-3, is attached to these Minutes.)

COUNTY COMMISSION – TABLED ACTION ON CONSIDERATION FOR APPROVAL
OF MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF PIKE ROAD
REGARDING HIGH PERFORMANCE LIGHTING AT MERLE’S TRUCK STOP ON TROY
HIGHWAY

The Administrator requested to table action of the following Memorandum of Understanding with the Town of Pike Road regarding high performance lighting at Merle’s Truck Stop on Troy Highway:

MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF PIKE ROAD AND
THE MONTGOMERY COUNTY COMMISSION

SUBJECT: MERLE'S TRUCK STOP, located on the Troy Highway

1. The purpose of this agreement is to outline the understanding which has been reached by both parties regarding the referenced subject.
2. Merle's Truck Stop, which is located within the corporate limits of the Town of Pike Road on the Troy Highway in Montgomery County, has recently been purchased by an owner who wishes to reopen the business after its closure by the Montgomery County Health Department. To this end, the owner has made substantial improvements to the site.
3. In order to reopen the business, the Alabama Department of Transportation is requiring the installation of High Performance Lighting on both sides of the Troy Highway in proximity to Merle's Truck Stop.
4. Pursuant to this agreement, the Town of Pike Road will accept ownership of the Lighting equipment, wiring and structures from the owner of Merle's Truck Stop.
5. The Town of Pike Road will execute a contract with the Alabama Department of Transportation to install the lighting.
6. Upon installation of the lighting, the Town of Pike Road will execute a contract with Dixie Electric Cooperative for all energy costs associated with the heretofore mentioned lighting, for which the Town of Pike Road will be reimbursed by Montgomery County for its equal share (50%) of those energy costs, provided that the business location continues to operate as a truck stop and it maintains its business licenses.
7. The Town of Pike Road will be responsible for securing and maintaining Comprehensive and General Liability Insurance covering the lighting.
8. This agreement terminates when the property containing the street lights west of Hwy. 231 becomes an incorporated area.
9. By signing this agreement, all parties agree to be bound by the terms of this agreement.

Montgomery County Commission

Town of Pike Road

By: _____

Date: _____

End of Memorandum of Understanding

Mr. Ingram made a motion to table the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Letter, Agenda Page 5-2, is attached to these Minutes.)

Chairman Strange informed the audience that the Memorandum of Understanding was being finalized by the County Attorney.

YOUTH FACILITY – APPROVED SERVICES CONTRACT WITH CRITICAL INSIGHTS CONSULTING TO CONDUCT EXECUTIVE AND STAFF ASSESSMENTS, SUBJECT TO APPROVAL BY THE COUNTY ATTORNEY

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of services contract with Critical Insights Consulting to conduct executive and staff assessments:

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Court Administrator
Date: January 29, 2009
Re: Critical Insights Consulting Contract

I am requesting that the contract from Critical Insights Consulting be placed on the next County Commission Agenda for approval.

Thank you for your consideration.

End of Memorandum

Mr. Ingram made a motion to approve the services contract with Critical Insights Consulting subject to the approval by the County Attorney. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Services Contract, Agenda Pages 6-2 through 6-4, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED SUPPLEMENTAL AGREEMENT NUMBER 3 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 3 with Cardwell Corporation regarding intersection improvements at Pike and Vaughn Road:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: February 17, 2009

RE: Supplemental Agreement No. 3
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. 3 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. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Supplemental Agreement Number 3, Agenda Page 7-2, is attached to these Minutes.)

County Engineer George C. Speake told the Commission that this project will be completed and the roads opened up for traffic this Friday.

ENGINEERING DEPARTMENT – APPROVED CHANGE ORDER NUMBER 3 WITH MTS CONSTRUCTION, INC., REGARDING THE SIGN SHOP AND VEHICLE MAINTENANCE SHOP CONSTRUCTION PROJECT

The Administrator presented the following memorandum from County Engineer George C. Speake requesting approval of change order number 3 with MTS Construction, Inc.:

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: February 18, 2009

RE: Change Order No. 3
Sign / Vehicle Maintenance Shops
Bid No. 53600-08B-056

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached Change Order No. 3 concerning additional items of work associated with the ongoing Sign Shop and Vehicle Maintenance Shop construction project. These additional items of work can be funded within our present budget for this construction contract.

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

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Change Order Number 3, Agenda Pages 8-2 and 8-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

February 23, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-499 (Agency, Miscellaneous Appropriations) to:

- C-2009-64: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Underprivileged Youth Programs - \$1,000
- C-2009-65: Family Sunshine Center, for Family Services Program - \$1,000
- C-2009-66: Central Alabama Community Foundation, to be used by BONDS to Support Vaughn Meadows, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$3,000

C-2009-67: Aid to Inmate Mothers, Inc., for Programs for Inmate Mothers - \$2,000

End of Memorandum

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

C-2009-65: Amended Miscellaneous Appropriation – Family Sunshine Center, for Family Services Program - \$1,000

NOTE: Commissioner Strange requested to add \$2,000 of his discretionary money, Commissioners Dean, and Polizos requested to add \$1,000 each of their discretionary money, for a total of \$5,000 appropriated to Family Sunshine Center, for Family Services Program

C-2009-67: Amended Miscellaneous Appropriation – Aid to Inmate Mothers, Inc., for Programs for Inmate Mothers - \$2,000

NOTE: Commissioner Strange requested to add an additional \$1,000 of his discretionary money, and Commissioner Polizos requested to add \$1,000 of his discretionary money, for a total of \$4,000 appropriated to Aid to Inmate Mothers, Inc., for Programs for Inmate Mothers

C-2009-68: Iron Men Outdoor Ministries, Inc., for Various Outdoor Activities Assisting Children in Need, Handicap Citizens and the Homeless - \$2,500

C-2009-69: Montgomery County Recreation Department, Southern Dixie Youth Baseball League - \$1,500

C-2009-70: Montgomery County Recreation Department, Bellingrath-Southlawn Dixie Youth Baseball League - \$1,500

C-2009-71: Montgomery County Recreation Department, Suburban West Dixie Youth Baseball League - \$1,500

NC-2009-80: City of Montgomery Parks & Recreation Department, for Bellingrath Community Center, for Athletic Department - \$2,500

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Polizos. Chairman Strange, Mr. Ingram, Mr. Polizos, and Mr. Williams voted in favor of the motion. Vice Chairman Dean abstained from the vote and the motion carried.

OMNIBUS VOTE

Chairman Strange requested for the Commission to omnibus the following two items and the Commission concurred. Mr. Williams made a motion to approve the two agenda items with the provision that the purchase orders do not exceed \$12,000 in total. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

SHERIFF'S OFFICE – APPROVED PURCHASE ORDER TO STEELCASE, INC., WITH KYSER OFFICE WORKS AS THE ASSISTING DEALER REGARDING FURNITURE FOR THE 4TH FLOOR OF ANNEX I

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham requesting approval of purchase order to Steelcase, Inc., with Kyser Office Works as the assisting dealer regarding furniture for the 4th floor of Annex I:

February 2, 2009

MEMORANDUM

TO: Mr. John Mitchell, Assistant County Administrator

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

SUBJECT: Approval of Items for 4th Floor, Montgomery County Sheriff's Office

I am submitting quotes for the following items that will be used on the renovated 4th floor of the Sheriff's Office, to you to be placed on the agenda for the Montgomery County Commission's approval:

- 1) Quotation from Office Works (see attached)
Line items hi-lighted (namely 2, 7, 13, and 14) are not needed and should be deleted from quotation.
- 2) Price Quote from Alabama Correctional Industries for Lockers
We had originally planned to purchase some metal lockers at an approximate cost of \$10,000.00. We have received the attached quote from Alabama Correctional Industries for lockers which will cost \$3,319.05.

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made the motion to approve the purchase order to Steelcase, Inc., with Kyser Office Works as the assisting dealer with the provision that this purchase order and the purchase order to the Alabama Correctional Industries does not exceed \$12,000 in total. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Quote, Agenda Pages 10-2 through 10-6, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED PURCHASE ORDER TO ALABAMA CORRECTIONAL INDUSTRIES REGARDING LOCKERS FOR THE 4TH FLOOR OF ANNEX I

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham requesting approval of purchase order to Steelcase, Inc., with Kyser Office Works as the assisting dealer regarding furniture for the 4th floor of Annex I:

February 2, 2009

MEMORANDUM

TO: Mr. John Mitchell, Assistant County Administrator

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

SUBJECT: Approval of Items for 4th Floor, Montgomery County Sheriff's Office

I am submitting quotes for the following items that will be used on the renovated 4th floor of the Sheriff's Office, to you to be placed on the agenda for the Montgomery County Commission's approval:

- 1) Quotation from Office Works (see attached)
Line items hi-lighted (namely 2, 7, 13, and 14) are not needed and should be deleted from quotation.
- 2) Price Quote from Alabama Correctional Industries for Lockers
We had originally planned to purchase some metal lockers at an approximate cost of \$10,000.00. We have received the attached quote from Alabama Correctional Industries for lockers which will cost \$3,319.05.

End of Memorandum

As approved in the Omnibus Vote, Mr. Williams made the motion to approve the purchase order to Alabama Correctional Industries with the provision that this purchase order and the purchase order to Steelcase, Inc., does not exceed \$12,000 in total. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Quote, Agenda Pages 11-2 and 11-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED AGREEMENT AND RELATED PAYMENT TO THE MONTGOMERY WATER WORKS AND SANITARY SEWER BOARD, FOR TURN LANES INTO MONTGOMERY INDUSTRIAL PARK, PROJECT NUMBER IAR-051-000-004

The Administrator presented the following letter from Chief Engineer Henrique G. Rizzo, P.E., of Water Works & Sanitary Sewer Board requesting payment for turn lanes into Montgomery Industrial Park, Project Number IAR-051-000-004:

January 22, 2009

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

Re: Montgomery County Project No. IAR-051-000-004
SR-126 add turn lanes into Montgomery Industrial Park

Dear Mr. Mims:

Enclosed for your reference is a copy of ALDOT's invoice for the water main relocation required due to the construction of the referenced project. The Water Works and Sanitary Sewer Board of the City of Montgomery will mail ALDOT a check for the full amount.

Per agreement between Mr. Richard Hanan and Mr. Todd Strange, please submit to the Montgomery Water Works and Sanitary Sewer Board payment in the amount of \$57,348.50 for Montgomery County's share of the invoice.

Should you have any questions regarding the above referenced project, please contact me at 334-206-1679.

Sincerely,

/s/ Henrique G. Rizzo, P.E.
Chief Engineer

End of Letter

Mr. Ingram made a motion to approve the agreement and related payment of \$57,348.50, for turn lanes into Montgomery Industrial Park, Project Number IAR-051-000-004. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Invoice and Project Agreement Cost Estimate Sheet, Agenda Pages 12-2 and 12-3, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED BUDGET CHANGE REQUEST NUMBER, 1

The Administrator presented Budget Change Request Number 1, Community Corrections.

Mr. Polizos made a motion to approve the Budget Change Request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 13-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED BUDGET CHANGE REQUEST
NUMBER 11

The Administrator presented Budget Change Request Number 11, Engineering Department.

Mr. Polizos made a motion to approve the Budget Change Request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 14-1, is attached to these Minutes.)

YOUTH FACILITY – APPROVED THREE POSITION FILL REQUESTS FOR RELIEF
JUVENILE DETENTION OFFICERS

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell requesting approval of three position fill requests for Relief Juvenile Detention Officers:

MEMORANDUM

Date: January 28, 2009
To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Re: Relief Juvenile Detention Officers

I am submitting fill requests for three vacant Juvenile Detention Officer positions. These employees will be used on as as-needed basis in an attempt to cut down on overtime for our full-time detention officers. As you are aware, staffing a 24/7 facility can be difficult. It is my hope that with ample relief workers available to call, the overtime for our detention staff can be kept to a minimum.

Thank you for your assistance in moving forward with this possible solution to minimizing overtime.

End of Memorandum

Mr. Williams made a motion to approve the three position fill requests for Relief Juvenile Detention Officers. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 15-2 through 15-4, are attached to these Minutes.)

Chairman Strange informed the attendees that this would be saving the County money verses paying overtime.

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) Public Affairs Department	Request Number 1
(2) Tax & Audit Department	Request Number 7
(3) Risk Management	Request Number 7
(4) Personnel Department	Request Number 9
(5) Community Corrections	Request Number 4
(6) District Attorney's Office	Request Number 12

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 16-1 through 16-6, 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:

YOUTH FACILITY – APPROVED CANCELLATION OF CONTRACT WITH HRDI REGARDING THE DAVIS TREATMENT PROGRAM

The Administrator requested approval to cancel contract with HRDI regarding the Davis Treatment Program.

Mr. Polizos made a motion to approve cancellation of contract with HRDI. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Letter from Attorney Constance C. Walker, Agenda Page 17-1, is attached to these Minutes.)

Juvenile Court Administrator Bruce R. Howell told the Commission that the Youth Facility would like to move in a different direction in 3-4 months. He stated that they could get a better program through local organizations which would include an intensive day and night program.

Chairman Strange asked Mr. Howell since there was no contract would the state be funding the existing program.

Mr. Howell informed Chairman Strange that the County may lose some money but not much and that the last change there was a loss of \$80,000.00.

Chairman Strange requested Mr. Howell to get the program sooner than later.

COMMUNITY CORRECTIONS – APPROVED TWO POSITION FILL REQUESTS FOR COUNTY PROBATION OFFICER POSITIONS

The Administrator presented the following memorandum from Executive Director of Community Corrections Paul H. Brown requesting approval of two position fill requests for County Probation Officer Positions:

MEMORANDUM

DATE: February 9, 2009

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

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

SUBJECT: NEED TO FILL VACANT COUNTY PROBATION OFFICER POSITIONS – REQUEST FOR COMMISSION WAIVER

Mr. Mims:

I appreciate the opportunity to meet with the Commission to explain the difficulties we are encountering in the Community Corrections Department regarding the supervision of offenders placed on Probation by the District Courts.

As you are aware, on December 8, 2008, the Montgomery County Commission, in response to declining revenues voted to impose immediate cost cutting measures. As per instructions guided by the Commission and your office, the Community Corrections Department did not fill an existing vacant and previously authorized position for County Probation Officer. The fact is, this position was essentially dormant for approximately a year while the assigned Probation Officer fulfilled military reserve duties. This position was subsequently officially vacated by the resignation of the Probation Officer. Initially, this position was not filled, pending my arrival and review as the New Executive Director to allow me the opportunity to determine the needs of the Department and to make any necessary adjustments to staffing levels and staffing assignments.

Upon assuming my duties as the new Executive Director of the Community Corrections department, I determined that the two (2) existing County Probation Officers had assigned to them an overwhelming number of offenders (at that time the caseload was reported to be in excess of 425 active offenders) making effective and accountable Community Supervision impractical. With the recent resignation of yet another Probation Officer, the staffing situation

for County Probation supervision is now critical, leaving only one County Probation Officer to manage an active caseload of approximately 387 offenders. Probation Caseloads have been reviewed and it is clear that the remaining Probation Officer is overloaded to the point that offender accountability can not be assured. The resulting issues of offender accountability, regular qualitative contacts through reporting, payment of fees, Court costs and fines, public safety, etc. are all being adversely impacted by this problem which, in my professional opinion, will only become more serious without adequate staffing. I now consider the issue of adequate staffing for the County Probation caseloads to be a matter of extreme urgency.

I am concerned that public safety may be adversely impacted if we are unable to manage the County Probation Caseloads and supervise these offenders more effectively.

In the event the Commission should reconsider the present hiring freeze and permit the hiring of the Probation Officers requested (2 positions), it will still take from several weeks to a few months to hire the Officers, train those Officers and realize any significant relief for the County Probation Caseload. The continued decline in the quality of Probation Supervision for these clients is likely to continue, in spite of our best efforts and monitoring until we are fully staffed (3 trained Probation Officers) to effectively supervise these offenders.

In determining the potential costs of hiring the two requested Probation Officers, a relatively conservative estimate of the potential additional supervisory fees that should be collected per month by these Officers is estimated to be up to \$5,535 or approximately an additional \$33,210 in fees for the remaining half of the present fiscal year (April through September, 2009). The estimated salaries and fringe costs for the two proposed Probation Officers for the remainder of the present fiscal year is \$48,750, leaving an estimated \$15,540 in costs to be absorbed by the existing personnel budget. All of the above estimates are conservative in nature and do not take into consideration any collections of any supervisory fees currently in arrears. With any success at collecting these arrearages, the remaining \$15,540 may well be realized. In any event, these two requested positions are fully funded in the current budget and current projections reflect that a significant surplus in personnel costs will be realized even with the two requested positions filled.

I respectfully request that the Commission consider a waiver of the hiring freeze and approve the hire of two previously budgeted County Probation Officers (Grade A06).

Respectfully submitted,

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

End of Memorandum

Mr. Polizos made a motion to approve the two position fill requests for County Probation Officers Positions. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Position Fill Requests and Letter, Agenda Pages 18-2 through 18-6, are attached to these Minutes.)

Chairman Strange reiterated to the attendees that the Montgomery County Hiring Freeze does not include law enforcement.

COUNTY COMMISSION – APPROVED APPOINTMENT OF SHERRILL THOMAS AS
ACTING FINANCE DIRECTOR AND APPROVED OF A TEMPORARY ONE STEP
IRREGULAR PAY INCREASE

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of appointment of Sherrill Thomas as acting Finance Director and approval of a temporary one step irregular pay increase:

February 19, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Temporary Step Increase

I am requesting Deputy Finance Director, Sherrill Thomas, be approved as the acting Finance Director and she be granted a one-step temporary increase due to the absence of Sandra Johnson, Finance Director. This increase will only be effective during the time Ms. Johnson is absent from her duties.

When Ms. Johnson returns, Ms. Thomas will revert back to her position as Deputy Finance Director and her regular pay step. This action will not change her merit date or increases.

I ask the Commission to waive rules and approve this action at the next Commission meeting on February 23, 2009.

End of Memorandum

Mr. Williams made a motion to approve the appointment of Sherrill Thomas as acting Finance Director and approve a temporary one step irregular pay increase. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

Chairman Strange told Ms. Thomas that he was sorry that the circumstances led to this and thanked her for stepping in while the Finance Director was out.

DETENTION FACILITY – APPROVED AUTHORIZATION AND RELATED POSITION
FILL REQUESTS OF FOURTEEN CLERK II POSITIONS FOR THE MONTGOMERY
COUNTY DETENTION FACILITY

The Administrator presented the following memorandum from Sheriff D.T. Marshall requesting approval of authorization and related position fill requests of fourteen Clerk II positions for the Montgomery County Detention Facility:

February 17, 2009

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

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

SUBJECT: Montgomery County Detention Facility
Request for Additional Personnel
Clerk II Positions

Please find attached a memorandum from Colonel Gina Savage, Montgomery County Detention Facility, requesting to employ fourteen (14) civilian personnel (Clerk II positions)

I am requesting the County Commission approve the Sheriff's Office employing these personnel as soon as possible.

End of Memorandum

Vice Chairman Dean made a motion to approve the authorization and related position fill requests of fourteen Clerk II positions for the Montgomery County Detention Facility. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Memorandum, Agenda Page 20-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED PROPOSED CONTRACT WITH CARMICHAEL
ENGINEERING, INC., TO PROVIDE PROFESSIONAL SERVICES AT K-9 FACILITY SITE
IN SNOWDOWN

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr., requesting approval of proposed contract with Carmichael Engineering, Inc.:

February 19, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Sheriff's Office K-9 Facility

Attached is a proposal from Carmichael Engineering to perform soil testing for the above referenced construction project. The proposed agreement of this work is at a cost of \$1,750.00.

This proposal has been reviewed by T.C.U. Consulting. I recommend we approve the proposal and request that the Commission waive rules and approve this item at the next County Commission meeting on February 23, 2009.

Your careful consideration is appreciated.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the proposed contract. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Letter, Map, and Proposal Contract, Agenda Pages 21-2 through 21-6)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram requested everyone to keep Finance Director Sandra R. Johnson in their prayers, stating she is a special person.

Commissioner Williams stated that he believes prayer works and that we need to pray for Ms. Johnson. He informed them that she has adopted children and that he has great respect for her. He stated that he was very optimistic.

Commissioner Polizos said good morning to everyone and that he echo's Commissioner Ingram and Commissioner Williams words. He hoped that everyone was enjoying sitting in the nice new Commissioner's Chambers.

Vice Chairman Dean said good morning to everyone and Amen to what Commissioner Williams stated.

Chairman Strange announced that on February 26, 2009 it was Commissioner Williams' birthday and wished him great happiness. He told the audience that the art displayed around the building is on loan by the Montgomery Area Business for the Arts. The Artwork on the walls will be replaced with scenes of Montgomery by local artists. He thanked Ashley Ledbetter of the Montgomery Area Business for the Arts and Natalie Fisher of 2WR for their dedication in the display of the artwork. He also thanked Public Affairs Manager DiDi Henry for her services and

Donnie Mims, John A. Mitchell, Sr., Paul St. John and his staff for helping pull everything together for open house.

Vice Chairman Dean recognized Tammy Nix and Theresa LeGrady for helping move the Commissioners offices to the Annex III.

Chairman Strange told the audience that Public Affairs Manager DiDi Henry had two interns working for her and one of them, Emilee Deprado, is present at this meeting. He informed the attendees that Emily is from AUM College studying Public Relations and that she will receive credit for working for the County. He welcomed Emily and told her that the Commissioners were delighted to have her on board.

RECESS TO INFORMATION SESSION

Chairman Strange recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

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

Ken Upchurch and Percy Thomas with T.C.U. Consulting Services, LLC updated the Commission regarding Building Projects.

Mr. Upchurch stated that a Change Order for changes on the 3rd Floor of Annex I would need to be approved by the Commission. After discussion, the Commission asked Mr. Upchurch to meet with the Contractor to price the changes and place the Change Order on the next agenda.

Mr. Upchurch presented a budget cost comparison report for all the building projects.

Chairman Strange commended Mr. Upchurch, Mr. Thomas, and T.C.U. Consulting Services for a job well done.

PRESENTATION BY CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION GRANT WRITER SARA JANE BYARD

Central Alabama Regional Planning and Development Commission Grant Writer Sara Jane Byard briefed the Commission regarding grants available from the Federal Economic Stimulus plan. After discussion, the Commission asked Ms. Byard to report her findings at the second Commission meeting in March.

PRESENTATION BY THOMAS L. LAWRENCE WITH T.C.U. CONSULTING SERVICES, LLC

Thomas L. Lawrence with T.C.U. Consulting Services, LLC, briefed the Commission regarding the K9 Facility. Mr. Lawrence stated that Architect Wm. Barry Robinson will submit his floor plan design for approval at the next meeting

PRESENTATION BY DR. WINSTON PIRTLE

Dr. Pirtle briefed the Commission regarding a revised Deed Agreement for Snowdoun Community Park, relevant to an Agreement dated December 19, 2006. After discussion, the Commission agreed to place this revised agreement on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding Change Order Proposal Number 10 in the amount of \$35,107.10 to Bell & Associates for the Detention Facility Project.

Deputy Administrator Mitchell presented a letter from James L. Sumner, Jr., with the State of Alabama Ethics Commission regarding the filing of 2009 Statement of Economic Interests Forms and Submission of Lists. He informed the Commission that the 2009 Statement of Economic Interest Forms were due by April 30, 2009.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims presented the Commission with a notice from the Alabama Department of Revenue regarding the 2009 Sales Tax Holiday. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION ITEMS BY COMMISSIONERS

Chairman Strange informed the Commission that Commission Ingram would be representing the Montgomery County Commission in Washington, March 4-6.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

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

DISCUSSION ITEMS BY THE COMMISSION

Chairman Strange briefed the Commission regarding the 2009 Legislative Agenda. He stated that the No Man's Land Bill and the Montgomery I-65 Corridor should have no problems passing in this legislative session.

Vice Chairman Dean asked Ms. Henry to contract Reverend Burton regarding the Prayer Chain for Pintlala Elementary School that will to be held on Saturday, March 12.

Administrator Mims discussed the mandatory ten percent budget reduction that was approved during the December 22, 2008, Commission meeting and its implication on their miscellaneous appropriations. Commissioner Williams stated that some of the appropriations that he approved today were dependent upon him having his full allotment of miscellaneous appropriations. Chairman Strange stated that these appropriations could be allocated from his miscellaneous appropriation account. After discussion, the Commission agreed to not enforce the mandatory reduction until the Sales Tax Report for March 2009 has been reviewed.

Chairman Strange left the Information Session to attend a meeting.

PRESENTATION BY STAN CAUTHEN, P.E., WITH PROFESSIONAL ENGINEERING CONSULTANTS, LLC

Stan Cauthen, with Professional Engineering Consultants, LLC, briefed the Commission regarding overruns and final costs for Phase I and Phase II of the Snowdown Community Park.

Mr. Cauthen discussed the Restroom Project bid for Snowdown Community Park. After discussion, the Commission agreed to place the bid award and Change Order for this project on the next agenda.

PRESENTATION BY RISK MANAGER SCOTT KRAMER

Risk Manager Scott Kramer updated the Commission regarding the CareHere Clinic. Mr. Kramer requested that the Commission consider allowing County Retirees to use the clinic, effective April 1, 2009. After discussion, the Commission asked Mr. Kramer to place this request on the next agenda.

COMMENTS BY DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell requested approval of Addendum Number One Fee Withholding Memorandum of Understanding with GovDeals, Inc., to allow GovDeals to deduct the auction fees from auction proceeds due to the County. After discussion, the Commission agreed to place the Memorandum of Understanding on the next agenda.

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on February 23, 2009, at 11:43 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

02-23-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-13-09

Check Number	To	Check Number
98460		98696
Total Checks Paid		\$4,354,379.02

CHECK #	PAYEE	AMOUNT	DATE
98459	Freedom Forums, Inc.	\$ 2,000.00	02/06/09

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

02-23-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 02-20-09

Check Number	To	Check Number
98701		98877
Total Checks Paid		\$806,692.34

CHECK #	PAYEE	AMOUNT	DATE
98697	American Pipe & Supply	\$ 283.12	02/13/09
98698	Area Sand & Gravel	\$ 1,666.25	02/13/09
98699	Future use as a manual check		
98700	Future use as a manual check		

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
02/13/09

Payroll Check Number	56529	To	Payroll Check Number	56711	\$ 135,649.72
Direct Deposits					\$ 707,039.88
Payroll Check Number	56712	To	Payroll Check Number	56742	\$ 71,407.48
Direct Deposits					\$ 361,520.72
Federal Deposits					\$ 326,554.39
Total Payroll Paid					\$ 1,602,172.19

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>DATE</u>
56527	Montgomery County Small Claims	\$ 609.22	02/04/09
56528	Fred L. Griffin	\$ 284.34	02/04/09

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

Bob Riley
GOVERNOR



Bill Johnson
DIRECTOR

State of Alabama

February 6, 2009

The Honorable Todd Strange
Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Dear Mr. Strange:

RE: Grant Number LIWAP-028-09

I am pleased to inform you that I have approved the enclosed Grant Agreement which provides your agency with **\$158,178.00** in funds to be utilized for the Weatherization Assistance Program during the Program Year 2009.

Please sign and witness both copies and return one original to the Alabama Department of Economic and Community Affairs, Energy Division. Retain the other copy in your permanent records. Also enclosed for your signature are a Certification Form, Disclosure Form, and Agreement Form that must be signed and returned along with the grant.

If you have any questions, please call Willie Whitehead at (334) 242-5365.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Riley", with a stylized flourish extending from the end of the signature.

Bob Riley

BR/WW

Enclosures

cc: Mr. Bill Tucker, Board Chair

GRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: **LIWAP-028-09**

Grant Amount: **\$158,178.00**

THIS AGREEMENT is entered into this **January 1, 2009**, by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, called the "**Department**," and **Montgomery County Commission**, hereinafter, referred to as the "**Subgrantee**." The Agreement consists of five typewritten pages and three attachments, as set forth and described below:

1. PURPOSE:

The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program. The Subgrantee agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING:

It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed **\$158,178.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subgrantee. A budget itemizing allowable expenditures is attached and, hereby, made a part of this Agreement.

3. DURATION:

The Subgrantee shall commence performance of this Agreement on **January 1, 2009**, and shall complete performance to the satisfaction of the Department not later than **December 31, 2009**.

4. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any Department commitment of funds, herein, shall be contingent upon the receipt and availability by the Department of funds under the program for which this Agreement is made.

5. AMENDMENTS:

The Department or Subgrantee may request Amendments or Modifications to various portions of this Agreement. Such changes must be made, in writing, and approved by all signatory authorities prior to implementation.

6. REPORTING:

The Subgrantee shall submit to the Department periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. The reports are described in Attachment "C" and directives from the Program Manager for which this Agreement is made. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see paragraph 13).

7. AUDITS:

The Subgrantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any amendments thereto. All applicable provisions of the Department's Audit Policy document are made a part of this Agreement to include any Amendments.

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: Department of Examiners of Public Accounts; P. O. Box 302251; Montgomery, AL 36130-2251; ATTN: Audit Report Repository.

8. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS:

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.

9. COMPLIANCE WITH LOCAL LAWS:

The Subgrantee shall comply with applicable laws, ordinances, and codes of the State and local government.

10. COVENANT AGAINST CONTINGENT FEES:

The Subgrantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

11. DISCLAIMER:

- A.** The Department specifically denies liability for any claim arising out of any act or omission, by any person or agency receiving funds from the Department, whether by contract, grant, loan, or by any other means.

- B.** No Subgrantee, Subcontractor, or Agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department shall be considered an agent or employee of the State of Alabama or the Department or any Division thereof. The State of Alabama, the Department and their agents and employees assume no liability to any Subgrantee, Subcontractor, or Agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subgrantee, Subcontractor, or Agency or any other person.

12. 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 Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of the 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 Agreement, 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.

13. TERMINATION OR SUSPENSION:

See Attachment "C", Section III, Termination or Suspension, for conditions governing termination or suspension of this Agreement.

14. POLITICAL ACTIVITY:

The Subgrantee will comply with the Hatch Act (5 U.S.C. §1501, *et seq.*) regarding political activity by public employees or those paid with Federal Funds. None of the funds, materials, property, or services contributed by the Subgrantee or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

15. NONDISCRIMINATION:

The Subgrantee shall be and is prohibited from discriminating on the basis of race, color, religion, sex, age, national origin, or disability.

16. CONFLICT OF INTEREST:

The Subgrantee, by his signature, certifies that to the best of his knowledge and belief, no conflict of interest(s) existed or now exist which have, may have, or have had an effect on the Grant or Contract Award. Conflict is defined in OMB Circular A-102 (Revised Common Rule), and in OMB Circular A-110.

17. ACCESS TO RECORDS:

The head of the Federal Grantor Agency, the Comptroller General of the United States, the Director of the Department, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Subgrantee and its Subgrantees/Subcontractors to make audits, financial reviews, examinations, excerpts, and transcripts. These records shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

"If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved."

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

18. TOBACCO SMOKE:

Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States of local governments by Federal grant, contract, loan, or loan guarantee.

19. DEBARMENT AND SUSPENSION:

The Subgrantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Order 12549).

- A.** The Subgrantee certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.
- B.** The Subgrantee certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subgrantee shall immediately notify the Grantor if any sub-contractor becomes debarred or suspended, and shall, at the Grantor's request, take all steps required by the Grantor to terminate its contractual relationship with the sub-contractor for work to be performed under this Grant Agreement.

20. OPEN MEETINGS ACT:

Subgrantee agrees to adhere to all of the requirements of Act No. 2005-40 (Alabama Open Meetings Act).

21. ATTACHMENTS:

The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	January 1, 2009	1
B: Budget Sheet	January 1, 2009	1
C: Special Terms and Conditions	January 1, 2009	7

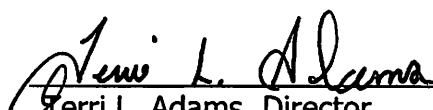
IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW.

**Alabama Department of Economic and
Community Affairs**

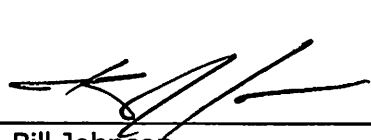
Department

Montgomery County Commission

Subgrantee

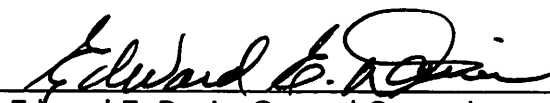
 1-13-09
Terri L. Adams, Director Date
Energy Division

Authorized Official for Subgrantee Date

 1/22/09
Bill Johnson Date
Director

Subgrantee Witness Date

Approved as to Form by Legal:


Edward E. Davis, General Counsel

SUBGRANTEE:

Montgomery County Commission

ATTACHMENT A
WORK TO BE PERFORMED
JANUARY 1, 2009

1. The Subgrantee shall weatherize a minimum of **41** dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

<u>COUNTY</u>	<u>NUMBER OF UNITS</u>
MONTGOMERY	41

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

LIWAP-028-09

SUBGRANTEE: Montgomery County Commission

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	INCREASE/ DECREASE	TOTAL
ADMINISTRATIVE	\$8,323.00		\$8,323.00
PROGRAM SUPPORT	\$75,153.00		\$75,153.00
MATERIAL	\$50,102.00		\$50,102.00
HEALTH AND SAFETY	\$24,600.00		\$24,600.00

TOTAL:

\$ 158,178.00



Bob Riley
Governor

Department of Homeland Security
State of Alabama



Jim Walker
Director

February 13, 2009

Mr. Derrick Cunningham, Chief Deputy
Montgomery County Sheriff's Department
115 S. Perry St.
Montgomery, AL 36104

Dear Chief Cunningham:

Attached is the Grant Agreement for the 8 MAL Grant. The funds granted in the attached agreement are for the sole purpose of reimbursing the AMAS Mutual Aid Teams located in your county for expenditures related to the attached, approved budget detail worksheet. The Teams in your county and the amount for each is as follows:

HAZMAT 7	\$15,650.00
Heavy 7	\$18,600.00

Please take note of the Special Conditions section of this agreement on page 6, item number 35, for specific special conditions and further guidance related to reimbursement. I look forward to working with you in the future to keep Alabama safe. If I can be of further assistance to you, please do not hesitate to contact me.

Sincerely,



Jim Walker

CF: AEMA (Attn: Bill Atchison)

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104			2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115		
3. FY 2008	4. Amount of Federal \$ 34,250.00 Total \$ 34,250.00	5. Effective Dates Begin: October 10, 2008 End: June 30, 2010	6. Agreement Number ALDHS-08-0742 Grant Numbers (Reporting Categories): 8MAL \$ 34,250.00		

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2008 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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5. Project Implementation: The sub-grantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first Biannual Strategy Implementation Report (BSIR).
6. Written Approval of Changes: Any mutually agreed upon changes to this sub-grant must be approved, in writing, by AL DHS prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved sub-grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.
7. Individual Consultants: Billings for consultants/contractors who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates.
8. Bidding Requirements: The sub-grantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable, and pertinent provisions of the Code of Alabama, including, but not limited to, Section 11-47-6.
9. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. In the absence of agency regulations, travel costs must not exceed the rate set by state regulation, a copy of which is available upon request. However, at no time can the agency's travel rates exceed the federal rate established by the Internal Revenue Service.
10. Terms of Grant Period: Grant funds may not be obligated prior to the effective date of the grant. The final request for payment must be submitted no later than thirty (30) calendar days after the end of the grant period. Also, any obligation of grant funds dated after the expiration of the grant period will not be eligible for reimbursement.
11. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantees approved project plan and budget. Items must be in the sub-grantee's approved grant budget and documented in the budget detail worksheet in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit. Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation.
12. Recording and Documentation of Receipts and Expenditures: Sub-grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
13. Financial Responsibility: The financial responsibility of sub-grantees must be such that the sub-grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems shall meet the following minimum criteria:
 - a. Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant;

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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- b. Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;
 - c. The accounting system should provide accurate and current financial reporting information; and,
 - d. The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
14. **Property Control:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-grantees should exercise caution in the use, maintenance, protection and preservation of such property.
- a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the sub-grantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.
 - b. Use and Disposition: Equipment shall be used by the sub-grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. Theft, destruction, or loss of property shall be reported to AL DHS immediately.
 - c. The AEL, section 12 (CBRNE Response Vehicles/Prime Movers) grant notes: This category includes special-purpose vehicles for the transport of CBRNE terrorism response equipment and personnel to the incident site. These vehicles may not be used for routine administration or daily operations. Licensing and registration fees are the responsibility of the jurisdiction and are not allowable under this grant. In addition, general purpose vehicles (patrol cars, executive transportation, etc.), fire apparatus and non-CBRNE tactical/armored assault vehicles are not allowable.
15. **Performance:** This grant may be terminated or fund payments discontinued by AL DHS where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by AL DHS. In the event the sub-grantee fails to perform the services described herein and has previously received financial assistance from AL DHS, the sub-grantee shall reimburse AL DHS the full amount of the payments made. However, if the services described herein are partially performed, and the sub-grantee has previously received financial assistance, the sub-grantee shall proportionally reimburse AL DHS for payments made.
16. **Deobligation of Grant Funds:** All expenditures of grant funds must be completed and the grant closed out within thirty (30) calendar days of the end of the grant period. Failure to close out the grant in a timely manner will result in an automatic deobligation of the remaining grant funds by AL DHS.
17. **Americans with Disabilities Act of 1990 (ADA):** The sub-grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.
18. **Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the federal funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its sub-grantee, contractors, subcontractors, assignees or successors.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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19. Utilization of Minority Businesses: Sub-grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.
20. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."
21. Debarment Certification: With the signing of the grant application, the sub-grantee agrees to comply with Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions" form.
22. Drug-Free Workplace Certification: This Certification is required by the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency sub-grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when AL DHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.
23. Publications: The sub-grantee agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the Office of Grants & Training (G&T), United States Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of G&T or the U.S. Department of Homeland Security. The sub-grantee also agrees that one copy of any such publication will be submitted to AL DHS to be placed on file and distributed as appropriate to other potential sub-grantees or interested parties. AL DHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the sub-grantee.
24. Equipment: The sub-grantee agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: Purchased with funds provided by the U.S. Department of Homeland Security. Stickers displaying the AL DHS logo and the correct verbiage can be obtained by contacting the Alabama Department of Homeland Security.
25. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of the federal government shall include closed captioning of the verbal content of such announcement.
26. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by AL DHS Guidelines or "Special Conditions" placed on the grant award.
27. Compliance Agreement: The sub-grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by AL DHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
28. Space: The total cost of space may not exceed the rental cost of comparable space and facilities in a privately-owned building in the same locality. Information to demonstrate that a comparison was conducted by the sub-grantee regarding current market costs for space in the same locale should be made available upon request by the State Administrating Agency (SAA) or its representative for audit purposes. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy. Rent cannot be paid if the building is owned by the sub-grantee or if the sub-grantee has a substantial financial interest in the property. The total square footage covered by the lease, total square footage being charged to the grant (based on the amount needed for program implementation) and the cost per square foot agreement must be provide to the SAA. A copy of the signed lease agreement must be submitted to the SAA before reimbursement is made for space. Please note that the grant can only be charged for the grant's portion of rental costs. The grant cannot participate in mortgage payments, as this is unallowable.

**COOPERATIVE GRANT AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM
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29. Suspension or Termination of Funding: AL DHS may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a sub-grantee for any of the following reasons:
- a. Failure to comply substantially with the requirements or statutory objectives of the 2003 Omnibus Appropriations Act issued there under, or other provisions of Federal Law.
 - b. Failure to adhere to the requirements, standard conditions or special conditions of this grant.
 - c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the agreement would not have been approved for funding.
 - d. Failure to submit reports on a semi-annual basis and as otherwise required.
 - e. Filing a false certification in this application or other report or document.
 - f. Other good cause shown.
30. National Incident Management System (NIMS): The sub-grantee agrees to make good faith efforts to comply with NIMS compliance requirements contained in US DHS grant guidance and published by the NIMS Integration Center and the State NIMS Coordinator. The sub-grantee further agrees to comply with specific requirements published in the State of Alabama NIMS Implementation Plan.
31. Alabama Mutual Aid System Agreement (AMAS): The sub-grantee agrees to remain a party to the Alabama Mutual Aid System Agreement.
32. Budget Detail Worksheet:
- a. The sub-grantee agrees to submit a Budget Detail Worksheet to the Alabama Department of Homeland Security (AL DHS) and must await formal approval of the worksheet in writing from AL DHS prior to obligating funds, making commitments, or purchasing any of the items requested. The worksheet submitted by the sub-grantee will provide a complete and detailed description of the items (equipment, training, and exercises) to be purchased and will also provide a valid estimate of the actual quantities and costs involved. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance and if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal year grant guidance and the current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for addition or deletion of items from the original worksheet. If additions, deletions, or changes in cost total \$1000.00 or more, a new sign-off sheet by stakeholders is also required.
 - b. Electronic copies of budget detail worksheet must be submitted within 60 days of receipt of this grant. This is a new requirement and is in addition to the earlier paper copies that may have been submitted.
33. Metropolitan Medical Response System (MMRS): For MMRS grants, councils must be established and meet on an appropriate periodic basis in accordance with the council charter. In addition to appropriate local officials and stakeholders, the council membership must also include a representative from the State Department of Public Health. Detailed budget worksheets will document program expenses as prescribed in other sections of the grant guidance. Detailed budget worksheets will be prepared and provided to AL DHS for approval in advance of spending in order to document the annual plan and to ensure that MMRS funds are used in accordance with MMRS program guidelines.
34. Special Instructions: The sub-grantee agrees to spend the appropriate percentages of this grant in compliance with US DHS grant guidance and AL DHS special instructions with regard to law enforcement, preparedness planning and IED prevention and protection. Additionally, the amount to be spent and the percentage for the expenditures will be documented in a letter

attached to the budget detail worksheet for each of the three areas: law enforcement, preparedness planning, and IED prevention and protection.

35. Special Conditions: The funds granted in this agreement are for the sole purpose of reimbursing the AMAS Mutual Aid Teams located in each county for expenditures related in the approved budget detail worksheets. Care should be taken to ensure the items requested on the worksheet are allowable in accordance with the US DHS grant guidance and, if equipment, listed on the current version of the Authorized Equipment List (AEL). Copies of the fiscal grant guidance and current version of the AEL are available on the AL DHS web site at www.homelandsecurity.alabama.gov. Additionally, a revised worksheet must be submitted for any addition or deletion of items from the original worksheet. Variance from the approved worksheet must be approved by the AEMA Mutual Aid Coordinator and AL DHS prior to expenditure.

CERTIFICATION BY COUNTY HOMELAND SECURITY POINT OF CONTACT (POC)

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

Name: Derrick Cunningham
Title: Chief Deputy
Agency Address: 115 South Perry St. Montgomery, AL 36104
Phone Number: (334) 832-1646
Fax Number: (334) 832-7113
Mobile Number: (334) 832-1329
E-Mail Address: DerrickCunningham@mc-ala.org
Signature: [Signature] Date: 2-17-2009

CERTIFICATION BY COUNTY OFFICIAL AUTHORIZED TO SIGN

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

Name: _____
Title: _____
Agency Address: _____
Phone Number: _____
Signature: _____ Date: _____

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

CERTIFICATION BY STATE HOMELAND SECURITY ADVISOR

Name: James M. Walker, Jr.
Title: Director, Alabama Department of Homeland Security
Signature: [Signature] Date: _____

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

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

1. LOBBYING

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

ACCEPTANCE OF AUDIT REQUIREMENTS

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

Alabama Department of Homeland Security
Accounting Office
Post Office Box 304115
Montgomery, Alabama 36130-4115

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

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

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

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

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

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

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

Form Completed By

Name:

Title:

Signature:

Initial Here: D.C.



State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

February 12, 2009

Hon. Todd Strange, Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Strange:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Scroggins", written over a horizontal line.

Mike Scroggins
Director County Audit Division

MS/np

Enclosure

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2007 through September 30, 2008. The audit will encompass a financial audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed seven thousand two hundred fifty dollars (\$7,250.00). MCC agrees to pay 65% of the cost of this agreement upon full execution and 35% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of three (3) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties have affixed their hands and seals this _____ day of _____, 20____.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Montgomery County Commission

Todd Strange
Chairman



HAPPY HOLLOW BORING & EXCAVATING, LLC



Route 2 Box 174 • Verbena, Alabama 36091
Mobile: 256-392-0328 • Home: 256-377-1919 • So. Linc: 87*15213

To: Mike Brown

Air Testing Only Sewer

1492' @ \$1.00 per ft.

\$ 1492.00

Excavating Lat Capping for
Test & Reconnecting

\$ 1000.00

\$ 2492.00

Thank you
Randy Stroud

**G.H. MILLS CONTRACTING
145 PIKE ROAD
LUVERNE, AL 36049**

Date: February 06, 2009

BID PROPOSAL

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY. & UNIT</u>	<u>WORK TO BE DONE</u>	<u>UNIT PRICE</u>	<u>JOB TOTAL</u>
1	15" Trust Pipe	340 LF	Air Test	\$ 1.00	\$ 340.00
2	10" Trust Pipe	364 LF	Air Test	\$ 1.00	\$ 364.00
3	14" DI Pipe	726 LF	Air Test	\$ 1.00	\$ 726.00
4	10" DI Pipe	62 LF	Air Test	\$ 1.00	\$ 62.00
5	Cap Lateral 4" & 6"	1 EA		\$ 508.00	\$ 508.00
6	Mobilization	1 LS		\$ 500.00	\$ 500.00
TOTAL BID					\$ 2,500.00

January 23, 2009

**Mr. Reed Ingram
Commissioner, District #5
Montgomery County Commissioners
Montgomery, Alabama 36102**

**Mayor Gordon Stone
City of Pike Road
Pike Road Councilman
Pike Road, Alabama 36064**

Gentlemen:

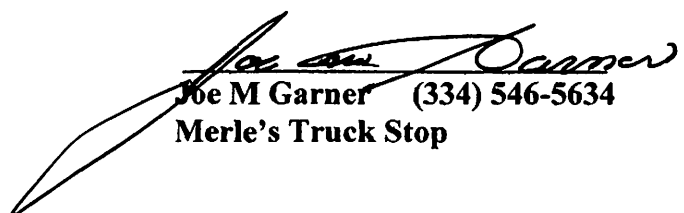
This letter is a joint request being made to the Montgomery County Commissioners office, and to the City of Pike Road Alabama. I am in the process of re-opening Merle's Truck Stop located at 7249 Troy Hwy, Pike Road, Alabama 36064. At the present time, the Department of Transportation (DOT) is requiring that the following safety road work be completed on the right of way of Troy Hwy, the southbound side of 231 (west bank) is to have 7 lights installed, which is the jurisdiction of the Montgomery County Commissioners. Furthermore, requiring the installation of 7 lights on the north bound side of Hwy 231 located in front of Merle's Truck Stop, which is the jurisdiction of the City of Pike Road, Alabama.

The total cost for this project will be \$138,000.00. At the present time, I have made financial arrangements for this project. I am making a request to the Montgomery Commissioners office and to the City of Pike Road to accept the monthly utilities estimated at \$140.00 per month and maintenance up keep in their jurisdiction.

Therefore, each jurisdiction will have a total of 7 poles and lights. The poles are made of Aloe Steel Safety Break Away Direct Bury, and the lights are made of Halothane. The footage is #1000 feet across on North and South bound, the poles and lights will be installed 126 feet apart and erected 45 feet high. This project will generate revenue for Montgomery County and the City of Pike Road. This will also allow 30 new employment opportunities. The completion of this project will make the Troy Hwy area (South and North bound) a much safer place to travel. In order for the Department of Transportation to issue a permit for Merle's Truck Stop to re-open, this project must be completed. The service of power will be furnished by Dixie Electric Coop.

I am thanking you for your consideration to this request.

Sincerely,


**Joe M Garner (334) 546-5634
Merle's Truck Stop**

SERVICES CONTRACT

THIS AGREEMENT executed on this the 19 day of January, 2009, but

agreed to be effective January 30, 2009 to March 30, 2009, by and between Montgomery County Commission (hereinafter "Employer"), and Dr. Chenavis Evans, DBA/Critical Insights Consulting (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor, and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1- WORK TO BE PERFORMED

1.1 **Term.** Employer agrees to hire Contractor, to perform the services and work as stated in section 1.2 of this agreement.

1.2 **Duties.** Contractor agrees to perform work for the Employer on the terms and conditions set forth in this Agreement, as follows: Conduct executive and staff assessments via data collection, analysis and evaluation as well as create full development action plan at the executive level. A full debriefing will be conducted to Executive Staff and direct reports. This will consist of a one on one and one group session. Breakdown itemization listed below.

Time for this contract is for a 2 months from the contract's start date.

Description	QTY	Amount
1. Executive Assessment: In progress. Includes One on One session. Data collection, Analysis, Debriefing at the executive level, Judges		\$1, 500.00
2. Working Session: 2 Levels: Executive, staff (direct reports)		4,500.00
3. Executive Debriefing and Coaching: Executive Director and Judges (One on One and Group)		12,000.00
4. Developmental Action Plan: Judges only		500.00
Participants	9	
2- Intake Offices		
2-Probation Officers		
1-Senior Analyst		
3-Judges		
1-Court Administrator		

Total	\$18,500.00
5. Mileage: Avg. travel – twice a week over 1 mo. period (.50 mile, 200miles)	\$ 800.00
6. Emergenetics Profile: Online Assess to take the survey, Narrative report, Books and supplies for debriefing (re-assessment if applicable)	2,535.00
Profiles and Mileage total	\$3,335.00
Grand total	\$ 21,835.00

- 1.3 **Completion Date.** The work to be performed shall be complete on or before
30 day of March, 2009, unless extended by employer.

SECTION 2 – COMPENSATION

- 2.1 In consideration of all services to be rendered by contractor to the employer, the employer will pay the contractor the sum of Twenty one Thousand Eight Hundred and Thirty Five dollars (\$21, 835.00) Said compensation will be paid on the following basis: Half of the contract cost to be paid up-front. As agreed in terms of payment. The invoice break down is as follows: Half will be paid by Montgomery County Commission and the half by the State of Alabama as agreed by both parties. It is the responsibility of the employer to ensure the contractor is paid in full after all services are rendered as agreed in the contract.

Invoice Breakdown:

Montgomery County Commission:	\$ 10, 917.50
State of Alabama:	\$ 10,917.50

Make check Payable to:
Critical Insights Consulting, LLC
P.O. Box 1284
Auburn, AL 36831-1284

The employer is responsible for providing all equipment necessary to support the development of the debriefing sessions.

- 2.2 Contractor is an independent contractor and is responsible for his own income taxes and other employment taxes.

SECTION 3 – INDEPENDENT CONTRACTOR

- 3.1 Contractor acknowledges that he is an independent contractor and not an agent, partner, joint venturer, nor employee of employer.

SECTION 4: MISCELLINEOUS PROVISIONS

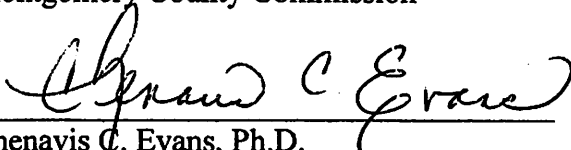
- 4.1 The provisions of this Agreement shall be binding upon the benefit of the heirs, personal representatives, successors and assigns of the parties. In the event of a default under this Agreement, the defaulting party shall reimburse the non-defaulting party for all cost and expenses reasonably incurred by the non-defaulting party or parties in connection with the default including without limitations attorney fees.
- 4.2 This Agreement shall be governed by, and shall be construed in accordance with the laws of the state of Alabama. This Agreement constitutes the whole agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representation and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

SECTION 5: OWNERSHIP OF WORK PRODUCT

- 5.1 Contractor hereby sells, assigns, grants and transfers to employer all right, title and interest in any assessment, evaluation and development documents or other copyrighted materials prepared by contractor for employer.

WITNESS OUR SIGNATURES, this the 22 day of January, 2009

Montgomery County Commission



Chenavis C. Evans, Ph.D.
Critical Insights Consulting

Supplemental Agreement No. 3

MONTGOMERY COUNTY COMMISSION MONTGOMERY, ALABAMA

Date: February 9, 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

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
210A-XXX	Unclassified Excavation (12" undercut)	234 CUYD	\$10.00/CUYD	\$2,340.00
243A-032	Geosynthetic Reinforcement For Subgrade Stabilization, Type 3	1400 SQYD	\$6.70/SQYD	\$9,380.00
301A-012	Crushed Aggregate Base Coarse, Type B, Plant Mixed, 6" Compacted	1400 SQYD	\$11.00/SQYD	\$15,400.00

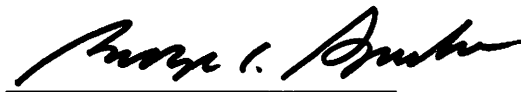
TOTAL = \$27,120.00
NET INCREASE = \$27,120.00

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.

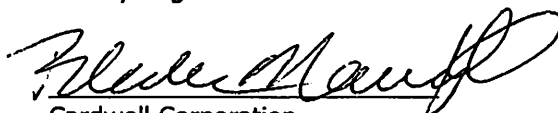
IN WITNESS WHEREOF, the parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective upon its approval by the Chairman of the Montgomery County Commission.

RECOMMENDED BY:



George C. Speake, P.E.
County Engineer

ACCEPTED BY:



Cardwell Corporation
Contractor

APPROVED BY:

Todd Strange, Chairman
Montgomery County Commission

AIA Document G701™ - 2001

Change Order

PROJECT: (Name and address) Sign/Vehicle Maint. Shops 1800 Terminal Road Montgomery, AL 36108	CHANGE ORDER NUMBER: 3 DATE: February 9, 2009 ARCHITECT'S PROJECT NUMBER: Bid No. 53600-08B-056	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☐ FIELD ☐ OTHER ☐
TO CONTRACTOR: (Name and address) MTS Construction, Inc. 281 East Mendel Parkway Montgomery, AL 36117	CONTRACT DATE: September 23, 2008 CONTRACT FOR: Sign/Vehicle Maintenance Shops	

The Contract is changed as follows:

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

SEE ATTACHED

The original (Contract Sum) was	\$ 1,155,549.00
The net change by previously authorized Change Orders	\$ 22,138.52
The (Contract Sum) prior to this Change Order was	\$ 1,177,687.52
The (Contract Sum) will be increased by this Change Order in the amount of	\$ 11,578.00
The new (Contract Sum) including this Change Order will be	\$ 1,189,265.52
The Contract Time will be unchanged by (0) days.	

The date of Substantial Completion as of the date of this Change Order therefore is May 18, 2009.

(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.

W.L. Bush Architect
ARCHITECT (Firm name)
3232 Rosa L. Parks Ave.
Montgomery, AL 36105

ADDRESS



BY (Signature)

W.L. Bush

(Typed name)

11 FEB 2009

DATE

MTS Construction, Inc.
CONTRACTOR (Firm name)
281 East Mendel Parkway
Montgomery, AL 36117

ADDRESS



BY (Signature)

Mike Taylor

(Typed name)

11 FEB 09

DATE

Montgomery County Commission
OWNER (Firm name)
100 South Lawrence Street
Montgomery, AL 36104

ADDRESS



BY (Signature)

Todd Strange

(Typed name)

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

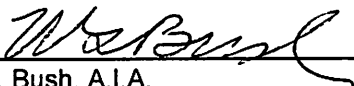
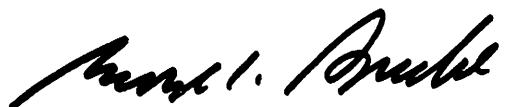
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SIGN / VEHICLE MAINTENANCE SHOPS

Date: 2/9/09

**MONTGOMERY COUNTY ENGINEERING DEPARTMENT
1800 TERMINAL ROAD, MONTGOMERY, AL 36108**

<u>CHANGE ORDER PROPOSAL No. Three (3)</u>	<u>Total</u>	<u>Accept</u>	<u>Reject</u>
5.11 Install 100 amp Emergency Panel adjacent to RA Panel for connection of existing Vehicle Maintenance Shop emergency generator to new electrical system (includes 15% overhead and profit)	\$ 6,833.00	<u>✓</u>	<u> </u>
6.11 Install 150 LF of 8' high wall panel on east, north, and 10' on northwest wall of the Sign Shop enclosed warehouse area to match interior wall liner in the Vehicle Maintenance Shop as identified in Pre-Bid Conference Comment Item No. 6 (includes 15% overhead and profit)	\$ 5,245.00	<u>✓</u>	<u>PER OWNER'S REQUEST</u>
6.12 Delete tube and gate in alleyway of Vehicle Maintenance Shop	\$ (500.00)	<u>✓</u>	<u> </u>
TOTAL	\$ 11,578.00		

Recommended by:
Architect
W. L. Bush, A.I.A.11 FEB 2009
DateRecommended by:
County Engineer
George C. Speake, P.E.2/9/09
Date



OfficeWorks
A KYSER COMPANY

2400 Spruce Street
Montgomery, Alabama 36107
334/834-9400
334/262-0701 FAX
www.kyser.com

Quotation

Page 1 of 5

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
24403	01/06/09		320436	Crawford Slaton	

QUOTE TO: Chief Cunningham
Sheriffs Office
100 SOUTH LAWRENCE STREET
P.O.BOX 1667
Montgomery, AL 36107

SHIP TO: Chief Cunningham
Sheriffs Office
100 SOUTH LAWRENCE STREET
P.O.BOX 1667
Montgomery, AL 36107

P: 1.334.832.1646
F: 1.334.831.7113

P: 1.334.832.1646
F: 1.334.831.7113

Terms: NET DUE 10 DAYS

Sheriffs Dept-Inwood conf

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
BEG	Subsection	Conference Room		
1	1	RW216-60 INWOOD Conference Table Top-3 piece top 18'long x 60" wide with Wood edge and High Pressure laminate Color: Tag For: CONFERENCE ROOM	2,525.28 5,261.00 52.00%	2,525.28
2	2	SQB-30-AD INWOOD Square Base with access door Color: Tag For: Conference Room	278.34 579.88 52.00%	556.68
3	1	SQB-30 INWOOD Sqaure Base Color: Tag For: Conference Room	214.51 446.90 52.00%	214.51
4	2	FPM INWOOD Power management installed on each end of Conference table Tag For: Conference Room	243.36 507.00 52.00%	486.72 (over 500)
5	18	LE8300 RAYNOR High Back Black Leather Conference Chair with Adjustable width arms Tag For: Conference Room	284.00 571.00 50.26%	5,112.00

Accepted by _____ Title _____ Date _____

10-2



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Montgomery, Alabama 36107
334/834-9400
334/262-0701 FAX
www.kyser.com

Quotation

Page 2 of 5

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
24403	01/06/09		320436	Crawford Slaton	

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
6	18	TS30805 STEELCASE Chair-Crew, Guest, Armless, Glides FRAME :7207 BLACK UPHISTRY:5F05 BURGUNDY Tag For: Guest Chairs for along wall in Conference Room	148.05 315.00 53.00%	2,664.90
		Subsection Sub Total		11,560.09
		NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!		0.00
		Subsection Total		11,560.09
END	Subsection	Conference Room		
BEG	Subsection	Workstation Cubicle and Secretary Chair		
7	17	24/7 RAYNOR High Back Swivel Task Chair Color: 5801 Dove Charcoal Tag For: Workstation Cubicles and Sec	286.00 573.00 50.09%	4,862.00
		Subsection Sub Total		4,862.00
		NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!		0.00
		Subsection Total		4,862.00
END	Subsection	Workstation Cubicle and Secretary Chair		
BEG	Subsection	Crime Lab-Narcotics Test Room		
8	2	TS30103 STEELCASE Chair-a la carte, Round H Back, Fixed B H, Maint AdjustableSeat Depth UPHISTRY:5F05 BURGUNDY OPTIONS * * OPTIONS * * CTRLMECH *OPT:CONTROL MECH OPTIONS SWVSTOOL SWIVEL MECH W/STOOL KIT	203.98 434.00 53.00%	407.96
		Subsection Sub Total		407.96
		NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!		0.00
		Subsection Total		407.96
END	Subsection	Crime Lab-Narcotics Test Room		
BEG	Subsection	Chairs for Control Room		
9	2	473410 STEELCASE Chair-Max Stacker II, Chrome Frame FRAME :9201 POLISHED CHROME SHELL :6303 POMEGRANATE Tag For: Att: Control Room	80.37 171.00 53.00%	160.74

Accepted by _____ Title _____ Date _____

10-3



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Montgomery, Alabama 36107
334/834-9400
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Quotation

Page 3 of 5

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
24403	01/06/09		320436	Crawford Slaton	

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
Subsection Sub Total				160.74
NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!				0.00
Subsection Total				160.74
END	Subsection	Chairs for Control Room		
BEG	Subsection	Att: Waiting Area -Room 448-Room 448B Secretary		
10	6	TS30805 STEELCASE Chair-Crew, Guest, Armless, Glides FRAME :7207 BLACK UPHLSTRY:5F05 BURGUNDY	148.05 315.00 53.00%	888.30
	Tag For:	Waiting Area-Room 448		
11	1	TS5ATETL STEELCASE Table-End, Square Legs, 24x24 LEGS :7207 BLACK TOP-SURF:264L CHOCOLATE WALNUT LPL	215.73 459.00 53.00%	215.73
	Tag For:	Waiting Area-Room 448		
12	1	TS30822 STEELCASE Chair-Crew, Task, Seat Depth, Height/Wd Adjustable T-Arms FRAME :0835 BLACK UPHLSTRY:5F05 BURGUNDY	315.84 672.00 53.00%	315.84
	Tag For:	Room 448B-Secretary		
Subsection Sub Total				1,419.87
NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!				0.00
Subsection Total				1,419.87
END	Subsection	Att: Waiting Area -Room 448-Room 448B Secretary		
BEG	Subsection	Interview Rooms-459-460-461		
13	3	TS5HLTD2448 STEELCASE Top-Rectangular, Hpl, 24x48 EDGE :6654 SAND TOP-SURF:2850 VANADIUM FIBER	106.69 227.00 53.00%	320.07
	Tag For:	Room 459-460-461 Interview Rooms		
14	3	TS4L27PG4 STEELCASE Legs-Post, 27h, Package/4 LEGS :7207 BLACK	156.98 334.00 53.00%	470.94
	Tag For:	Room 459-460-461 Interview Rooms		

Accepted by _____ Title _____ Date _____ 10-4



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334/262-0701 FAX
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Quotation

Page 4 of 5

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
24403	01/06/09		320436	Crawford Slaton	

Line	Quantity	Catalog No. / Description	Unit Price	Extended Amount
15	3	473410 STEELCASE Chair-Max Stacker II, Chrome Frame FRAME :9201 POLISHED CHROME SHELL :6303 POMEGRANATE Tag For: Room 459-460-461 Interview Rm	80.37 171.00 53.00%	241.11
16	6	TS30806 STEELCASE Chair-Crew, Guest, Armless, Casters FRAME :7207 BLACK UPHOLSTRY:5F05 BURGUNDY Tag For: 2 each for Rm 459-460-461 Interview Rm	160.74 342.00 53.00%	964.44
Subsection Sub Total				1,996.56
NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!				0.00
Subsection Total				1,996.56
END	Subsection	Interview Rooms-459-460-461		
		STATE OF ALABAMA T390 FURNITURE CONTRACT STEELCASE 53% OFF LIST PRICE DELIVERED AND INSTALLED CONTRACT NO: 4008450 COMMODITY CODE:425-00-087222 LINE: 00580 PLEASE SUBMIT YOUR PO TO STEELCASE, INC AND LIST KYSER OFFICE WORKS AS THE ASSISTING DEALER ON YOUR PO AND PLEASE SEND A COPY OF THE PO TO CRAWFORD SLATON AT KYSER TO EXPEDITE AND TRACK.		
Sub Total				20,407.22
NON-TAXABLE/MUST HAVE TAX EXEMPT NUMBER!				0.00
Grand Total				20,407.22
*****End of Quotation*****				

Accepted by _____ Title _____ Date 10-5



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Quotation

Page 5 of 5

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project Number
24403	01/06/09		320436	Crawford Slaton	

Finish Summary

Finish Group Description	Finish Description	Finish
EDGE	SAND	
FRAME	BLACK	No Image Available
FRAME	BLACK	
FRAME	POLISHED CHROME	
LEGS	BLACK	
SHELL	POMEGRANATE	
TOP SURFACE	CHOCOLATE WALNUT LPL	
TOP SURFACE	VANADIUM FIBER	
UPHOLSTERY	BURGUNDY	

Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

Accepted by _____ Title _____ Date _____ 10-6

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET

MONTGOMERY, AL 36107-0084

(334) 261-3600 OR 1-800-224-7007

FAX NUMBER: (334) 240-3162

01/08/09

PRICE QUOTE

SHIP TO: Montgomery Co Sheriff's Dept
115 South Perry Street
Montgomery, AL 36103

BILL TO:

CUSTOMER CODE: 03LEA3SHF50
CONTACT PERSON: Dave Bryan

PROVIDER CODE:

QUANTITY	UNIT	DESCRIPTION	TOTAL
1	ea	Custom Lockers for Men's Showers (2 units)	\$ 2,212.70
1	ea	Custom Lockers for Womens Showers	\$ 1,106.35

COMMENTS:

IF YOU HAVE ANY QUESTIONS, PLEASE GIVE ME A CALL AT 1-800-224-7007 OR (334)261-3603.

Please sign this quote & drawing if you wish to place this order and return to ACI with your PO#

ACCEPTED BY:

Buyer

ACCEPTED BY:

Robert Lachney

LCH

Alabama Correctional Industries

11-2

P.O. # 3172		SCALE: VARIES	C/O:
DATE: 01/08/09		DRAWN BY: RL	SHERIFFS DEPARTMENT
PAGE: OF		FOR: MONTGOMERY COUNTY	

ALABAMA COMPOSITIONAL INDUSTRIES
DRAFTER: FURNITURE PLANT
REV: 10 NORTH BOX 1071
PHONE: 334-514-3156
FAX: 334-514-3156

SHOWER - LOCKERS

NOTES:

LOCKERS WILL BE MADE OF $\frac{3}{4}$ " PLYWOOD.

ALL EXPOSED SURFACES WILL BE COVERED WITH BURGANDY COLORED PLASTIC LAMINATE.

ALL INTERIOR SURFACES WILL RECEIVE A NATURAL FINISH.

A LOCKING DEVICE, SUCH AS A HASP WILL BE PROVIDED FOR EACH LOCKER.

INDIVIDUAL LOCKS WILL BE PROVIDED BY OTHERS.

PLEASE REVIEW THE DRAWING FOR DESIGN AND DIMENSION ACCURACY. NOTE ANY CHANGES ON DRAWING IN WRITING IF POSSIBLE. OTHERWISE CONTACT YOUR SALES REPRESENTATIVE FOR REVISED DRAWING. YOUR SIGNATURE ON THIS DRAWING DENOTES YOUR ACCEPTANCE OF THIS WORK TO BE CONSTRUCTED AS SHOWN.

[Signature]
X APPROVED

11-3

INVOICE

Alabama Department of Transportation

SOLD TO Richard E. Hanan, Chairman
Montgomery Water Works
P.O. Box 1631
Montgomery, AL 36102-1631

DATE 12/19/08

PLEASE NOTE ►

Make Remittance Payable to:
Alabama Department of Transportation

Address Remittance To:
OFFICE ENGINEER
1409 Coliseum Boulevard Room E-101
Montgomery, AL 36110

Montgomery County

Construction Cost plus
E&I for Utility Adjustments
(Betterment)

Project No. IAR-051-000-004

\$114,697.00

Due from Utility

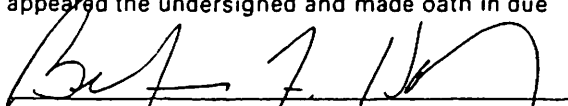
\$114,697.00

See Agreement Dated
September 9, 2008

STATE OF ALABAMA, MONTGOMERY COUNTY: - Personally appeared the undersigned and made oath in due form of law that the within account is correct, due and unpaid.

Sworn and subscribed to before me:

December 19 2008


CLAIMANT'S SIGNATURE

NOTARY PUBLIC

12-2

PROJECT AGREEMENT COST ESTIMATE

STIMATE NUMBER : 20081107047 PCN : 051000004 PROJECT NO. : IAR-051-000-004 CONTRACT ID : 20081107047
 CN : 051000004 Turn Lanes On SR-126 For Montgomery Industrial Park Boulevard
 CONTRACT PRICES
 CONTRACTOR : 03114 CORNERSTONE CIVIL CONTRACTORS, LLC

CATEGORY : 0600 Utilities- Utility to pay 100% FUNDING SOURCE(S) AND PARTICIPATION : STA State 100.00 %

ONSTRUCTION TYPE : ROADWAY CAT LENGTH : 0.0000 MILES
 ORK CLASSIFICATION : ROAD CAT WIDTH : 0.0000 FEET
 ONSTRUCTION CLASS : 0000

INE NO.	ITEM NUMBER	ITEM DESCRIPTION	ESTIMATED QUANTITY	ITEM UNIT	UNIT PRICE	AMOUNT
440	641A618	12 Inch Ductile Iron Water Main Laid	1,397.000	LF	50.00000	69,850.00
450	641A688	12 Inch Ductile Iron Water Main Laid (Restrained Joint)	100.000	LF	70.00000	7,000.00
460	641C500	Ductile Iron Fittings	1,300.000	LB	7.50000	9,750.00
470	641J522	12 Inch Gate Valve With Box	4.000	EACH	2,150.00000	8,600.00
480	641L500	Concrete for Water Mains (Thrust Blocks)	6.000	CUYD	175.00000	1,050.00
490	641O554	12 Inch x 12 Inch Tapping Valve And Sleeve	1.000	EACH	5,850.00000	5,850.00
500	645O512	2 Inch Air And Vacuum Valve Assembly	1.000	EACH	2,170.00000	2,170.00

 CATEGORY TOTAL \$ 104,270.00
 ENG & CONTG \$ 10,427.00
 TOTAL \$ 114,697.00

ilities 0.0000 KM
 TA 114,697.00
 total Estimated 114,697.00

PROJECT TOTAL \$ 527,713.23
 ESTIMATE TOTAL \$ 527,713.23

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 1

DEPARTMENT:	Community Corrections	REVIEWED:	S. Thomas	2/9/2009
DATE:	2/9/2009	Finance Director		Date
REQUESTED BY:	Paul Brown	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Other Activities - Drug Court	124-57202-308	750	240	990
Drug Court Donations	124-47705-400	0	-240	-240
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		750	0	750

JUSTIFICATION:

This increase reflects donations to the Drug Court fund to be spent on those activities.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 11

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	39,855
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	2/11/2009	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Revenue Account	111-47908-400	(327,750)	(73,402)	(401,152)
Professional Service	111-53101-307	21,500	10,000	31,500
Contract	111-53101-330	354,768	63,402	418,170
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		48,518	(0)	48,518

JUSTIFICATION:

To add \$73,402 revenue received from State of Alabama and deposited on 2/11/09 for the construction of Pike/Vaughn Road intersection improvement project in order to make payment to vendors

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Michael C. Provitt

COMPLETED ACTION DATES

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

1. POSITION TITLE: Relief Juvenile Detention Officer

POSITION NUMBER: 001-526021-001 (to replace Verlesa Manora)

PROPOSED EFFECTIVE DATE: 02/09/09

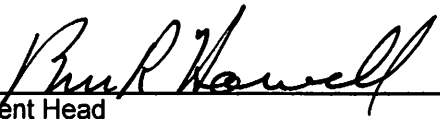
TYPE OF APPOINTMENT () Permanent (X) Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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



Department Head

1/27/2009

Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

POSITION FILL REQUEST

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Michael C. Provitt

COMPLETED ACTION DATES

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

1. POSITION TITLE: Relief Juvenile Detention Officer

POSITION NUMBER: 001-526021-004 (to replace Vincent Washington)

PROPOSED EFFECTIVE DATE: 02/09/09

TYPE OF APPOINTMENT () Permanent (X) Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

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

Department Head

1/27/2009
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____

Date

() Payroll entered by _____

Date

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT: Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Michael C. Provitt

1. POSITION TITLE: Relief Juvenile Detention Officer

POSITION NUMBER: 001-526021-007 (to replace Belinda Adams)

PROPOSED EFFECTIVE DATE: 02/09/09

TYPE OF APPOINTMENT () Permanent (X) Temporary

RECRUITING

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

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

Department Head

1/27/2009
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by _____

Date

() Payroll entered by _____

Date

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Date: February 10, 2009

To: Donald L. Mims, Administrator

From: DiDi Henry, Public Affairs Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: April 24, 2009

Return Date: April 24, 2009

Conference Leave (Days / Hours): 6 Hours

Purpose of Travel: to attend the PRCA 2009 State Conference

Traveler (s) Name: 1. DiDi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$176.20 Advance Registration Required: \$75.00

Department Name: Public Relations Fund Name: General

Additional Comments: Registration - 75.00; Mileage - 101.20

To: DiDi Henry, Public Affairs Manager

From: Donald L. Mims, Administrator

The above request is app. 02/23/09 reimbursement of actual and necessary expenses in the
approximate amount of \$176.20 and advance registration of \$75.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51130-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$8,000.00</u>
Current Requests:	<u>\$176.20</u>
Budget Balance:	<u>\$7,823.80</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/11/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Date: February 10, 2009
To: Donald L. Mims, Administrator
From: Larry R. Curvin
Re: Travel / Training Request

ML

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: May 6, 2009 Return Date: May 8, 2009
Conference Leave (Days / Hours): Three Days

Purpose of Travel: To attend the ACCA sponsored ALTIST CRE Course IV "Examination Tools and Techniques". The registration fee is \$225 per attendee. This is the final exam needed to attain the CRE designation for each of the requested attendees.

Traveler (s) Name: 1. Larry R. Curvin 4. _____
2. Te'Rea Thomason 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,075.00 Advance Registration Required: \$450.00

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

Additional Comments: This course has been approved for 20 hours CPE credit allowed toward CRE Certification by the ALTIST Board.

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

The above request is app. 2/23/09 reimbursement of actual and necessary expenses in the approximate amount of \$1,075.00 and advance registration of \$450.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$11,000.00</u>	
Approved Requests:	<u>\$4,754.64</u>	
Budget Available:	<u>\$6,245.36</u>	
Current Requests:	<u>\$1,075.00</u>	
Budget Balance:	<u>\$5,170.36</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/10/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Date: February 18, 2009

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Greensboro, GA

Departure Date: March 18, 2009

Return Date: March 20, 2009

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend the Spring 2009 Meeting of States' Joint Boards and Committees

Traveler (s) Name:

1. <u>Scott Kramer</u>	4. _____
2. _____	5. _____
3. _____	6. _____

Check Mode of Transportation:

County Vehicle	☐	Commercial Air	☐
Private Vehicle	☒	Other (Specify)	☐

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

Department Name: Risk Management Fund Name: General Liability

Additional Comments: All Expenses Paid By States

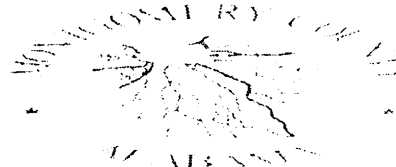
To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 02/23/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>007-51120-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$1,997.19</u>
Budget Available:	<u>\$18,002.81</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$18,002.81</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/18/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Date: February 18, 2009
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Pheonix, AZ
Departure Date: March 5, 2009 Return Date: March 8, 2009
Conference Leave (Days / Hours): 2 days
Purpose of Travel: SHRM Regional Council Summit

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

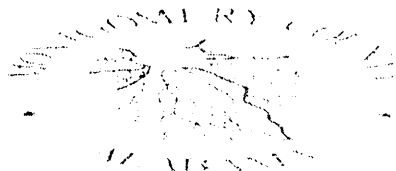
Additional Comments: No Cost To Montgomery County

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 02/23/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$5,118.00</u>
Budget Available:	<u>\$9,882.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$9,882.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/18/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: February 12, 2009
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: March 16, 2009 Return Date: March 17, 2009
Conference Leave (Days / Hours): Two
Purpose of Travel: To attend a training on NCIC Certification

Traveler (s) Name: 1. Eric Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: Community Correction Fund Name: Registration/Training

Additional Comments: _____

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

The above request is app. 02/23/09 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-57202-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$9,810.00</u>
Approved Requests:	<u>\$4,545.00</u>
Budget Available:	<u>\$5,265.00</u>
Current Requests:	<u>\$100.00</u>
Budget Balance:	<u>\$5,165.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/12/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Date: February 19, 2009
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: March 5, 2009 Return Date: March 5, 2009

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend: Governor's Dropout Prevention Summit

Traveler (s) Name: 1. Sandra Edwards 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$25.00 Advance Registration Required: \$25.00

Department Name: District Attorney Fund Name: 762-51262-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 02/23/09 reimbursement of actual and necessary expenses in the
approximate amount of \$25.00 and advance registration of \$25.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>762-51262-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,000.00</u>	
Approved Requests:	<u>\$1,255.00</u>	
Budget Available:	<u>\$7,745.00</u>	
Current Requests:	<u>\$25.00</u>	
Budget Balance:	<u>\$7,720.00</u>	

Donald L. Mims, Administrator

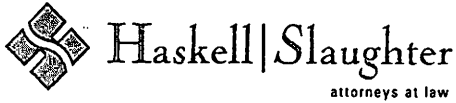


Reviewed by: S. Thomas

Date: 2/20/2009

cc: Finance Director / Buyer

File: Gallion Con.



Constance C. Walker
ccw@hsy.com

Haskell Slaughter Young & Gallion, LLC
305 South Lawrence Street
Montgomery, Alabama 36104
Post Office Box 4660
Montgomery, Alabama 36103-4660
t. 334.265.8573 | f. 334.264.7945

February 20, 2009

Agenda

FEB 23 2009

Mr. Donald L. Mims
County Administrator for Montgomery County
Post Office Box 1667
Montgomery, Alabama 36102-1667

RE: Davis Treatment Center

Dear Donnie:

As you know, the Montgomery County Commission has entered into a contract and several renewals thereof with HRDI regarding the detainees committed to the Davis Treatment Program. Bruce Howell has met with Tommy Gallion and me and has expressed an interest in meeting with the County Commission to discuss cancelling this current contract with HRDI and developing a new RFP for a new vendor to provide services.

We would like to schedule a time to meet with the County Commission at its next working session so that we can discuss this issue.

Sincerely,

A handwritten signature of Constance C. Walker in cursive script.
Constance C. Walker

CCW/gt

cc: Thomas T. Gallion, III

50051-463
39824

2009 FEB 20 10:10 AM

17-1

public safety, etc. are all being adversely impacted by this problem which, in my professional opinion, will only become more serious without adequate staffing. I now consider the issue of adequate staffing for the County Probation caseloads to be a matter of extreme urgency.

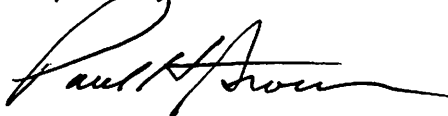
I am concerned that public safety may be adversely impacted if we are unable to manage the County Probation Caseloads and supervise these offenders more effectively.

In the event the Commission should reconsider the present hiring freeze and permit the hiring of the Probation Officers requested (2 positions), it will still take from several weeks to a few months to hire the Officers, train those Officers and realize any significant relief for the County Probation Caseload. The continued decline in the quality of Probation Supervision for these clients is likely to continue, in spite of our best efforts and monitoring until we are fully staffed (3 trained Probation Officers) to effectively supervise these offenders

In determining the potential costs of hiring the two requested Probation Officers, a relatively conservative estimate of the potential additional supervisory fees that should be collected per month by these Officers is estimated to be up to \$5,535 or approximately an additional \$33,210 in fees for the remaining half of the present fiscal year (April through September, 2009). The estimated salaries and fringe costs for the two proposed Probation Officers for the remainder of the present fiscal year is \$48,750, leaving an estimated \$15,540 in costs to be absorbed by the existing personnel budget. All of the above estimates are conservative in nature and do not take into consideration any collections of any supervisory fees currently in arrears. With any success at collecting these arrearages, the remaining \$15,540 may well be realized. In any event, these two requested positions are fully funded in the current budget and current projections reflect that a significant surplus in personnel costs will be realized even with the two requested positions filled.

I respectfully request that the Commission consider a waiver of the hiring freeze and approve the hire of two previously budgeted County Probation Officers (Grade A06).

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Rebecca Johnson**

1. POSITION TITLE: **County Probation Officer**

POSITION NUMBER: **002**

PROPOSED EFFECTIVE DATE: **March 30, 2009**

TYPE OF APPOINTMENT **(XX) Permanent** **() Temporary**

RECRUITING

() PROMOTIONAL REGISTER **() TRANSFER**

(XX) OPEN COMPETITIVE REGISTER **() REEMPLOYMENT**

PAY GRADE: **A06 (\$34,563 - \$49,201)**

Department Head

Date

2. ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. **() Manpower data entered by** _____

Date _____

() Payroll entered by _____

Date _____

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Rebecca Johnson**

1. POSITION TITLE: **County Probation Officer**

POSITION NUMBER: **003**

PROPOSED EFFECTIVE DATE: **March 30, 2009**

TYPE OF APPOINTMENT **(XX) Permanent** **() Temporary**

RECRUITING

() PROMOTIONAL REGISTER **() TRANSFER**

(XX) OPEN COMPETITIVE REGISTER **() REEMPLOYMENT**

PAY GRADE: **A06 (\$34,563 - \$49,201)**

Department Head

Date

2. ADMINISTRATIVE REVIEW

- () APPROVED**
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. **() Manpower data entered by** _____

Date _____

() Payroll entered by _____

Date _____



Montgomery County District Court
251 South Lawrence Street

P.O. Box 1667
Montgomery, Alabama 36192-2501

Montgomery County Courthouse
Telephone: (205) 832-4950

February 4, 2009

Todd Strange, Chairman
Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

HAND DELIVERY

RE: Support for Waiver of Hiring Freeze for Probation Officers to Service the Montgomery County District Court

Dear Todd:

During a brief meeting with the Montgomery County Community Corrections Executive Director, Paul Brown, on January 29, 2009, we expressed our intent to utilize the services of the Community Corrections Department to place certain offenders on probation. Mr. Brown has expressed support for the District Court and the Community Corrections Department's desire to serve the Court's needs in any manner the Court deemed appropriate. Mr. Brown did advise us that presently over 400 County Probationers report to only one Probation Officer due to recent staff attrition. We understand that there are currently two vacancies that are subject to the Commission's hiring freeze.

We wish to express our support for the Commission to consider a waiver of the current hiring freeze to permit the hire of the two Probation Officers recently lost due to attrition. The Court has few alternatives to incarceration and fines without the benefit of placing defendants on probation. Mr. Brown has expressed his concern that it would be very difficult to provide effective supervision of the over 400 offenders presently on probation without the addition of the needed Probation Officers. The collection of fines and Court costs due to the County are also monitored by the Probation Department and these funds may go uncollected and offenders may face future incarceration for failure to pay their Court ordered obligations if sufficient staff are not allocated to provide this level of Community Corrections supervision.

We therefore respectfully request that the Commission give serious consideration to the Community Corrections Department's request for the waiver of the hiring freeze to provide sufficient probation staff to serve the District Courts.

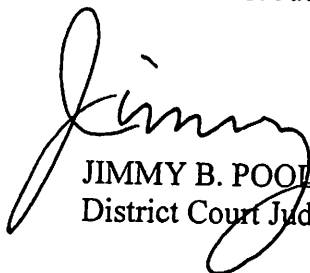
Sincerely,



SHARON G. YATES,
Presiding Judge of the District Court

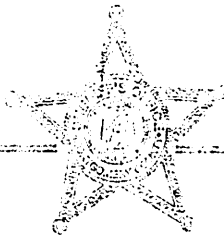


PAMELA R. HIGGINS,
District Court Judge



JIMMY B. POOL,
District Court Judge

cc: Elton N. Dean, Sr., Vice Chairman
Dimitri Polizos
Jiles Williams, Jr.
Reed Ingram



D. T. MARSHALL, SHERIFF

OFFICE: (334) 832-1386
FAX (334) 832-7171

MONTGOMERY COUNTY DETENTION FACILITY

To: Sheriff D. T. Marshall

From: Colonel Gina Savage 

Re: New Jail Staffing Plan

Date: February 13, 2009

The new jail staffing plan calls for fourteen (14) civilian employees to work in Booking and Release, Records, Mail, Reception, and Visitation. These additional employees will allow us to conduct visitation in a timely manner and process the tremendous amount of paperwork, and mail we receive. They will be assigned to first and second shifts which will allow us to free up officers to perform duties related to security issues.

Please submit a request to the County Commission for fourteen (14) Clerk II positions to be approved and added to our list of required staffing.

If you have any questions, let me know.

/GS

20-2

February 13, 2009

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

Re: MCC K-9 Facility

Dear John:

I have received a proposal from Carmichael Testing to perform the soil investigation at the K-9 Facility site in Snowdown. They performed the investigation for the park adjacent to this property so I thought it would be appropriate for them to do this one. I have reviewed the proposal in the amount of \$1,750.00. This is a not to exceed estimate and I recommend that it be accepted. The architect needs the information quickly in order to continue with design so if you are in agreement with the recommendation please let me know as soon as possible and they can do the work next week.

Please do not hesitate to call if you have any questions.

County Commission _____
Date _____

Sincerely,
TCU Consulting, LLC

Thomas L. Lawrence
Program Director

cc: file
Ken Upchurch
Percy Thomas



Carmichael Engineering, Inc.

PROPOSAL/WORK ORDER

P.O. Box 241702

Montgomery, Alabama 36124-1702

(334) 213-5647 / FAX (334) 213-7348

Carmichael Engineering, Inc., (CEI), is pleased to provide the services described below. The purpose of this form is to obtain written authorization for the work requested and to establish the terms under which these services are to be provided as herein set forth.

Compensation for services rendered will be based on the attached Fee Schedules, Exhibit A, to the agreement, or as herein set forth as part of this work order. If CEI is required to modify the scope of work at your request or it is determined during the execution of the work that a modification of scope is required, CEI will promptly seek a mutually agreeable revision to the scope of work and associated Fee Schedule. Exhibit C to this agreement (entitled General Conditions Of Agreement With The Client) is made an integral part of this agreement and is incorporated herein by reference and this agreement is subject to all the terms and conditions as set forth in Exhibit C.

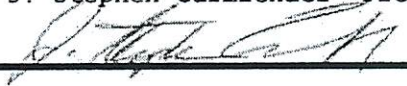
PROPOSAL NO.: WO#3287 JOB NAME: A New K-9 Facility

JOB LOCATION: Montgomery County STATE: AL

JOB DESCRIPTION: Geotechnical investigation and report of findings, recommendations for site preparation, floor slabs and foundations, and general recommendations and comments for the planned construction.

SCOPE OF WORK AUTHORIZED: The scope of work includes mobilization, 2 soil test bores at depths of 15' in the planned building area, 2 soil particle size tests with hydrometers, 2 soil atterberg limit tests, 12 soil moisture tests, 6 hours for a senior engineering technician (level 2), 2 hours for a senior engineering technician (level 3), 1 hour for an engineering technician, and 5 hours for a senior geotechnical engineer for site review, evaluation of test data and report preparation. We propose to provide these services for a cost not to exceed \$1750. This proposal is based on the site being accessible to truck mounted drilling equipment. Our field work, laboratory analyses, and our final report will be completed within two weeks of the notice to proceed.

CEI AGENT: J. Stephen Carmichael -President


(SIGNATURE)

Date: 2/13/09

(Information Below To Be Provided By Client)

INVOICE TO BE PAID BY:

FIRM: _____ FEDERAL I.D.#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE () _____

WORK AUTHORIZED BY: _____ (PLEASE PRINT NAME)

(PLEASE PRINT TITLE)

DATE: _____ (SIGNATURE)

IMPORTANT: CEI's limit of liability for professional errors and omissions for this project is \$50,000 (fifty thousand dollars). You may increase CEI's limit of liability from \$50,000 to \$1,000,000 (one million dollars) for an additional fee of 2% of our total fee [minimum charge of \$250 (two hundred fifty dollars)]. The additional charge for higher liability limits is because of the greater risk assumed and is not particularly charged for additional professional liability insurance. Please initial below if you want to increase the liability limits.

☐ Yes, I want the increased liability limits.

INSTRUCTIONS: COMPLETE, SIGN AND RETURN ONE COPY TO CEI. RETAIN ONE COPY FOR YOUR RECORDS.

EXHIBIT C
CARMICHAEL ENGINEERING, INC.
GENERAL CONDITIONS OF AGREEMENT WITH THE CLIENT

1. **PAYMENT TERMS.** CARMICHAEL ENGINEERING, INC., (hereinafter called "CEI") will submit invoices to client monthly and a final bill upon completion of services. Invoice will show charges for different personnel, unit prices and/or expense classifications unless a lump sum payment is agreed to as part of this agreement. Payment is due upon presentation of invoice and is past due ten (10) days from the invoice date. Client agrees to pay a finance charge of one and one-half percent (1 1/2%) per month (minimum of \$15.00 per month) on the principal amount of any past due account. In the event CEI deems it necessary to refer the account to an attorney for collection, client agrees to pay all costs of collection, including a reasonable attorney's fee.

2. **INSURANCE.** CEI maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits and property damage limits of, to wit \$1,000,000 combined single limit. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen (15) days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage, such as additional insured endorsements, waiver of subrogation or increased limits of liability are required, CEI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

3. **STANDARD OF CARE.** The only warranty or guarantee made by CEI in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for geotechnical/environmental services or by our furnishing oral or written reports.

4. **LIMITATION OF LIABILITY.** Client agrees to limit CEI's liability for any and all types of damage to client, and to all construction contractors and subcontractors on the project, arising from CEI's professional acts, errors or omissions or other professional negligence, so that the total aggregate liability of CEI to all those named shall not exceed \$50,000. If the client prefers to have higher limits of professional liability, CEI agrees to increase the limits up to a maximum of \$1,000,000 upon the client's written request at the time of accepting our proposal, provided that the client agrees to pay an additional consideration of two percent (2%) of our total fee, or \$250, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

5. **RIGHT OF ENTRY.** Unless otherwise agreed in writing, client will provide for the right of entry for CEI, its agents and employees and all equipment necessary for the completion of the work. While CEI will take reasonable precautions to minimize any damage to the site, it is understood by the client that in the normal course of work some damage may occur and that the cost of correction or repairing such damage is not included in the quoted fee and CEI is not responsible unless specifically stated. If client desires CEI to repair or correct the damage, the cost of such repairs or corrections will be paid by client as an additional fee.

6. **EXISTING MAN MADE OBJECTS.** It is the duty of the client to disclose the presence and accurate location of all hidden or obscure man made objects, including utility lines, relative to field test or boring locations. CEI field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If CEI is notified in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, CEI will give special instructions to its field personnel. Client agrees to indemnify and save harmless CEI from all claims, suits, losses, personal injuries, deaths and property liability resulting from unusual subsurface structures, owned by client or third parties, occurring in the performance of the proposed services, the presence and exact locations of which were not revealed to CEI in writing, and to reimburse CEI for expenses in connection with any such claims or suits, including reasonable attorney's fees.

7. **SAMPLING OR TESTING LOCATION.** The fees included in the Agreement do not include costs associated with surveying of the site or the accurate horizontal and vertical locations of tests. Field test or boring locations described in CEI's report or shown on sketches are based on specific information furnished by the client or client's agent or estimates made by CEI technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report or contracted for at the inception of the Agreement.

8. **SAMPLE DISPOSAL AGREEMENT.** CEI will retain soil and rock samples which are not used for testing for forty-five (45) days after submission of our report. After forty-five (45) days the retained samples will be discarded unless the client has made written request for storage or transfer of the samples. Client shall be responsible for the expense of such storage or transfer.

21-5

9. **SAFETY.** If CEI's scope of work includes periodic observations or monitoring services at the job site during construction, Client agrees that, in accordance with generally accepted construction practices, the contractor (i.e. not CEI) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by CEI is not intended to include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

10. **ENGINEERING, EQUIPMENT AND TECHNICAL SERVICES.** Fees for such services are based on all time spent on the project by engineering or technical personnel at the hourly or unit rates of the Fee Schedules. The quoted fee may not cover the cost of conferences, site visits, review of foundation plans and specifications, or other services subsequent to submission of our report. Such additional services will be invoiced at the applicable rates. All engineering and technical work is generally done by CEI's regular employees; however, special services by other firms or consultants may be needed on occasion and will be invoiced at the applicable rates but no "outside" services will be contracted for without clients prior permission.

11. **ASSIGNMENT.** Neither client or CEI may delegate, assign, sublet or transfer its duties or interest in this agreement without the prior written consent of the other party.

12. **OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CEI, as instruments or service, shall remain the property of CEI. Client agrees that under no circumstances shall any documents or reports produced by CEI pursuant to this Agreement be used at any location or for any project not expressly provided for in this agreement without the written permission of CEI. Client agrees that all reports and other work furnished to client or its agents, which are not paid for, will be returned upon demand and will not be used by client for any purpose whatsoever. CEI will retain all pertinent written records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to client at all reasonable times. During this five (5) year period, CEI will provide client with copies of documents created in the performance of the work, at the expense of client.

13. **TERMINATION.** This agreement may be terminated by either party upon fourteen (14) days written notice in the event of material failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if the material failure has been remedied before the expiration of the period specified in the written notice. In the event of termination, CEI shall be paid for all services performed and expenses incurred up to the termination notice date plus reasonable termination expenses. The expenses of termination or suspension shall include all direct costs or CEI in completing such analysis, records and reports.

14. **GOVERNING LAW.** This agreement shall be governed and construed in accordance with the laws of the State of Alabama, United States of America.

15. **SEPARABILITY.** The provisions of this agreement are separate and divisible, and, if any court of competent jurisdiction shall determine that any provision hereof is void and/or unenforceable, the remaining provisions shall be construed and shall be valid as if the void and/or unenforceable provisions or were not included in this Agreement.

16. **WAIVER.** Except as otherwise especially provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any rights, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof, nor shall any single partial exercise by either party or any right, privilege or power under this Agreement preclude any other or further exercise thereof, or the exercise of any right, privilege or power. Waiver by any party of any breach of any provisions of the Agreement shall not constitute or be construed as a continuing waiver, or a waiver of any other breach of any provision of this Agreement.

17. **BINDING.** This agreement shall be binding upon all of the parties and their respective estates, heirs, administrators, executors, successors and assigns.

18. **STIPULATION.** Each of the parties to this Agreement as set forth herein and in the Work Order furnished by CEI stipulates that they have read, understand and agree to be bound by all of the terms set forth pursuant to the documents which are the basis of this agreement.

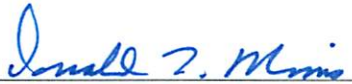
(Revised 5/1/07)

_____ Client Initials

_____ Date

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 9, 2009, at 8:00 in the morning.



Administrator



Chairman