

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
OCTOBER 13, 2009

INFORMATION SESSION

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

The meeting was opened with prayer led by Commissioner Williams.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION ITEM BY THE COMMISSION

Chairman Dean informed the Commission that Vice Chairman Ingram and Administrator Mims would not be attending the Commission meeting. Deputy Administrator Mitchell conducted the meeting in Administrator Mims' absence.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission on scheduled attendees.

Deputy Administrator Mitchell reminded the Commission of the proposed Budget Change Request to increase the Humane Shelter's 2009-2010 Budget by \$62,500. The Commission agreed to discuss this issue at the next meeting.

Deputy Administrator Mitchell informed the Commission that Mike Knighten, who currently serves as a Revenue Auditor in the County's Tax & Audit Department, had accepted the position of Deputy Finance Director and would begin his new position on Monday, October 19. He stated that Mr. Knighten's current position was critical and would need to be filled. The Commission asked Mr. Mitchell to place a Position Fill Request for the Revenue Auditor position, as a waived rules item on the next Thursday Memo.

Deputy Administrator Mitchell informed the Commission that Manager of Public Affairs DiDi Henry was elected Vice President of Communications of the Public Relations Council of Alabama- Montgomery Chapter. The Commission congratulated Mrs. Henry.

Deputy Administrator Mitchell presented Budget Change Request Number 48 from County Commission Appropriations, Budget Change Request Number 13 from District Attorney's Office, Budget Change Request Number 1 from Engineering and Budget Change Request Numbers 3 and 4 from Risk Management. The Commission agreed to waive rules and add these Budget Change Requests to the agenda.

Deputy Administrator Mitchell presented a Memorandum of Understanding with Montgomery City/County Public Library and City of Montgomery. The Commission agreed to discuss this item at the next meeting.

Deputy Administrator Mitchell reviewed items on the agenda. He stated that the Reappraisal Department withdrew their Travel Request Number 2 due to a class cancellation.

DISCUSSION ITEMS BY THE COMMISSION

Commissioner Williams requested the following miscellaneous appropriations from his account: \$3,700 to Montgomery Area Council on Aging for Madison Park Senior Citizens' Feeding Program; \$2,500 Montgomery Area Council on Aging for Mt. Zion Day Care; \$2,500 Central Alabama Aging Consortium for Shiloh Baptist Church Feeding Program; \$1,500 Freewill Baptist Church Senior Citizens' Feeding Program; \$3,500 Montgomery Bible Institute and Theological Center for Computer Training; \$1,500 Carver High School for the Principal's Discretionary Fund for the Football Team; and \$25,000 to Cleveland Avenue YMCA for After School Enrichment Program. The Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY COMMUNITY CORRECTIONS EXECUTIVE DIRECTOR PAUL BROWN

Community Corrections Executive Director Paul Brown requested that the Commission consider approval of a Memorandum of Understanding with the Family Sunshine Center and Montgomery County Community Punishment and Corrections Authority regarding a \$10,000 Grant for the E.V.E.N. Program. Mr. Brown confirmed that this was a no-match grant. The Commission agreed to place this item on the next agenda.

Mr. Brown informed the Commission that Community Corrections Case Manager Shawn Smith had submitted his resignation, effective October 13th and requested the Commission consider approval of Position Fill Request for a Community Corrections Officer. The Commission agreed to place this request on the next agenda.

PRESENTATION BY ASSISTANT CHIEF PROBATE CLERK PATRICK J. MURPHY

Assistant Chief Probate Clerk Patrick J. Murphy requested approval of the Position Fill Request for a Customer Service Clerk. Chairman Dean discussed the possibility of cross-training Customer Service Clerks from the Revenue Department and the Probate Office in the future. The Commission agreed to discuss this item at the next meeting.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding a contract with Carmichael Engineering, Inc., for Testing Services for the Montgomery County Sheriff's Office, K-9 Facility. After discussion, the Commission agreed to place this contract on the next agenda.

Deputy Administrator Mitchell informed the Commission that Probate Judge Reese McKinney, Jr., supports renewing the Lease for Probate/Revenue Commissioner Offices at Eastmont Plaze. After discussion, the Commission agreed to place the Lease on the next agenda.

Deputy Administrator Mitchell stated that the Fifth Amendment to Lease for the Probate Office at Capital Plaza would expire in February, 2011. The Commission agreed to research other options and discuss this lease at a later meeting.

Deputy Administrator Mitchell presented the Montgomery Public Schools Facility Plan Monthly Report #34 for the Month of September 2009 from T.C.U. Consulting Services, LLC.

Deputy Administrator Mitchell presented Revenue Reports for the Month of September 2009 from Revenue Manager Larry Curvin.

Deputy Administrator Mitchell presented Change Order Proposal Numbers 14 and 14A with Bell and Associates Construction, LP for the Montgomery County Detention Facility. He stated that the plumbing problems had been repaired and that they are in the process of working the punch list.

Deputy Administrator Mitchell discussed an invoice from the City of Pike Road regarding the County's share of the electrical expense on Highway 231 (Merle's Truck Stop) and a copy of Agreement with the Town of Pike Road regarding sharing of electric utility expense.

Deputy Administrator Mitchell discussed an Approval Letter and signed Agreement with the Montgomery Humane Society, Inc., dated October 18, 2007, regarding budget allocations for debt service for a new pound facility. He informed the Commission that the agreement expires after 2012.

Deputy Administrator Mitchell presented a copy of a Contract Agreement with Central Alabama Community Foundation in the amount of \$30,000 that was utilized by Envision 2020 to study Indigent Health Care from 10/1/08-9/30/09. He stated that in the 2008-2009 Budget, \$40,000 was placed in a Reserve for Health Care Initiative from which a \$30,000 contract for the Envision 2020 Indigent Health Care Study was funded. This account was not funded in the current 2009-2010 Budget. Envision 2020 Executive Director Lynn Beshear has requested that the Commission consider funding \$30,000 for this program. The Commission agreed to discuss this further at the next meeting.

Deputy Administrator Mitchell presented a copy of a letter to the Girl Scouts of Southern Alabama, Inc., President Ellen Brooks regarding her request for funding to support Girl Scouting for the 2009-2010 Fiscal Year. No action was taken by the Commission regarding this request.

Deputy Administrator Mitchell presented a copy of a letter to the Alabama Dance Theatre regarding their request for a meeting to discuss funding for the 2010 Budget Year. No action was taken by the Commission regarding this request.

Deputy Administrator Mitchell presented a copy of a letter from Montgomery New Years Day Parade Committee Founder William F. Boyd requesting a \$5,000 sponsorship for the 6th Annual Lacey Boyd New Years Day Parade. The Commission agreed to discuss this request at the next meeting.

Deputy Administrator Mitchell presented a copy of a letter from Alabama Master Gardeners Association Chair Cathy Maddox and Chair Fundraising Dianne Bush regarding an invitation to attend and be a sponsor of the Annual State Master Gardener Conference in March 2010. No action was taken by the Commission regarding this request.

Deputy Administrator Mitchell presented a copy of an email from Andrew Cole-Tyson requesting to meet with the County Commission regarding funding for the Art 4 Education Program. No action was taken by the Commission regarding this request.

Deputy Administrator Mitchell presented a copy of a letter from Thomas G. Dismukes, Jr., with Huntingdon College requesting to meet with the County Commission regarding the Adult Degree Completion Program. No action was taken by the Commission regarding this request.

Deputy Administrator Mitchell presented a copy of a letter from Mental Health America Executive Director Wanda Laird regarding reconsideration for funding. The Commission asked Deputy Administrator Mitchell to keep this request on the Thursday Memo for future discussion.

Deputy Administrator Mitchell presented a Notice of Application for Retirement Allowance from Deputy Sheriff Michael Williams with the Sheriff's Office.

PRESENTATION BY DEPUTY ADMINISTRATIVE ASSISTANT SAMANTHA STEPHENSON AND DIRECTOR OF CHILD SUPPORT ENFORCEMENT DIVISION JOYCE LYNCH

Deputy Administrative Assistant Samantha Stephenson and Director of Child Support Enforcement Division Joyce Lynch briefed the Commission regarding a Child Support Enforcement Agreement with the District Attorney 15th Judicial Circuit, Montgomery County Department of Human Resources and Department of Human Resources of the State of Alabama for a period of three years beginning October 1, 2009 – September 30, 2012. Ms. Stephenson noted that this item was on the agenda. She said that it was a 100% reimbursement contract with the State of Alabama with no expense to the County. However, the County would have to sign the agreement because it keeps the records for the program.

PRESENTATION BY COUNTY ENGINEER GEORGE SPEAKE

County Engineer George Speake reviewed with the Commission a Position Fill Request for a County Road Equipment Operator I and a Position Fill Request for a Clerk III. Mr. Speake stated that both of these positions would be for interdepartmental promotions and that no

additional personnel would be hired at this time due to the hiring freeze. The Commission agreed to place these items on the next agenda.

Mr. Speake advised that he had reviewed four separate agreements that were sent to Administrator Mims from the Alabama Department of Transportation, concerning the County accepting maintenance of cross roads, service drives, relocated roads, and existing roads replaced by a new road pertaining to US 231, US 331, and two legs of the Outer Loop. Mr. Speake recommended not approving these agreements because subject facilities are located on State right-of-way and may involve maintenance of traffic signals. He also noted that the County has never entered into an agreement of this type before regarding numerous previous State highway improvement projects. Commissioner Wilson asked the Administration for a copy of these agreements. The Commission asked Mr. Speake to send the agreements and his recommendation back to Administrator Mims.

PRESENTATION BY DISTRICT ATTORNEY ELLEN BROOKS

District Attorney Ellen Brooks informed the Commission that the District Attorney's Office will have a booth at the Alabama National Fair this year, which was paid for by drug condemnation funds. Ms. Brooks invited everyone to stop by the booth.

Mr. Brooks announced that Casey Gwinn, President of the National Family Justice Center Alliance in San Diego, California, would be the Keynote Speaker at the Family Justice Center's luncheon on Monday, October 19th. Ms. Brooks requested funding from the Commission to help pay Mr. Gwinn's fee and other expenses. Commissioners Polizos and Wilson stated that they would appropriate \$500 each.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Ms. Henry noted that the Alabama and Montgomery County Bar Associations were requesting a resolution from the Commission, naming October 26-31st as "Pro-Bono Week" in Montgomery County. A draft of the resolution is found in her Public Affairs report. If approved by the Commission, members of the Bar would be present at the next commission meeting to receive the resolution.

Ms. Henry also informed the Commission that Mr. Leslie Hall with the Montgomery County Water and Soil Conservation District would like to schedule a luncheon and tour with the Commission on Monday, November 1st or Thursday, November 5th. She said she would send out reminders via email to the Commissioners to get a head-count for the event and would then determine which date would work best for the Commission.

Ms. Henry inquired about the Commissioners attendance at the Family Justice Center Luncheon, as previously discussed by District Attorney Ellen Brooks. She said that she would send out reminders via email to the Commissioners and call in the head-court to the D.A.'s office.

After reviewing the remaining upcoming events, Ms. Henry informed the Commission that the following day would be her one-year anniversary with the County. She thanked them for their

support and told them how much she enjoyed working with them. The Commissioners congratulated her on the anniversary of her hiring.

DISCUSSION ITEM BY THE COMMISSION

Chairman Dean discussed funding for renovations to the 3rd Floor of Annex I. He stated that it may be possible to use Fund 116, which has a balance of \$4 million. The Commission agreed to discuss this matter at the next meeting.

Chairman Dean noted that members of the Student Government Association from Alabama State University were visiting the Commission meeting today.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Commissioner Williams, at the request of Chairman Dean.

The Pledge of Allegiance was led by Commissioner Polizos, at the request of Chairman Dean.

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

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of September 28, 2009. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

CONSENT AGENDA

The Deputy Administrator presented the Accounts Payable Checks Authorization for Approval.

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

PRESENTATION

Executive Director of Family Sunshine Center Karen Sellers expressed her appreciation for the opportunity to highlight Domestic Violence Awareness Month. She told the Commission about

a report that appeared in the November issue of Pediatrics Magazine, stating that “Children and Adolescents are exposed to more violence, abuse and crime than are adults, an exposure that is responsible for considerable physical and mental health problems.” Ms. Sellers informed the Commission that the Family Sunshine Center knows this report is true through all their extensive work with children who have either witnessed or been victims of violence in their homes. She stated that last year, through their Primary Prevention Education Program, 3,006 students received the Six-Part Primary Prevention Education Series using the Second Step Violence Prevention Curriculum. She informed them that 87-92% of the children could identify anger management and problem solving skills, as a result of their interaction with them. She also informed them that hundreds of other students received one-time presentations on bullying, anger management, empathy and respect, and dating violence. She told the Commission that the Family Sunshine Center had a contest among the children they service, asking them to create a piece of Art that depicted their safe place. She stated that the piece she was presenting to the Commission was painted with water colors by one of the counseling center clients. It depicted a brightly-colored house, which represented shelter and safety; a rainy day; and a person with an umbrella, to ward off the rain. She told the Commission that she hopes they remember the devastating impact that domestic violence and child abuse have on children, when they see this special painting. She told them that she appreciates their ongoing support of their mission. Ms. Sellers also thanked Community Corrections for assuming the responsibilities of the E.V.E.N. Program, stating that the program is in much better hands now. Ms. Sellers then presented the artwork to Chairman Dean, informing him that the artwork is a token of the Family Sunshine Center’s appreciation for the Commission’s support.

Chairman Dean thanked Ms. Sellers and stated that he couldn’t say enough about what they do and challenged everyone to learn what they do and to help in anyway.

COUNTY COMMISSION – ADOPTED RESOLUTION RESCHEDULING THE DECEMBER 2009 COUNTY COMMISSION MEETING DATES

The Deputy Administrator requested adoption of the following resolution rescheduling the December 2009 County Commission meeting dates:

RESOLUTION

Whereas, in the 2004 Regular Legislative Session, the Alabama Legislature passed a bill, assigned Act No. 2004-384, which amends Section 11-3-8 of the Code of Alabama 1975, and repeals Sections 11-3-8.1 and 11-3-9 relating to County Commission meeting days; and

Whereas, the County Commission may reschedule a regular meeting that falls on a legal holiday, and may alter the regular meeting days as necessary; and

Whereas, the County Commission wishes to change the meetings scheduled for December 14th and December 28th, 2009 to December 7th and December 21st, 2009, to better accommodate the preparation of the meetings’ agendas and scheduling of attendees, during the Christmas holiday season,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to move the December County Commission Meeting dates to: Monday, December 7th and Monday, December 21st, 2009.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 13th day of October, 2009.

End of Resolution

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

JOINT PUBLIC CHARITY HOSPITAL BOARD – APPROVED BOARD MEMBERS’
APPOINTMENTS

The Deputy Administrator presented the following letter from Vice Chairman of the Joint Public Charity Hospital Board James R. Martin requesting approval of the appointment of Vivian Hamlett, M.D. and re-appointment of board member Mary Weidler:

September 14, 2009

Mr. Donnie Mims, Administrator
Montgomery County Commission
100 South Lawrence Street
Montgomery, AL 36104

Dear Mr. Mims:

Bart Cook, M.D. recently resigned from serving as a Board Member on the Joint Public Charity Hospital Board (JPCHB). We are recommending Vivian Hamlett, M.D. as replacement for this position. Vivian Hamlett’s address is 1756 Milly Branch, Pike Road, AL 36064. Her contact number is 334-271-5910 (home) and 334-462-5566 (cell). Also, the JPCHB recommends Mary Weidler be reappointed for another term.

If you have questions, please contact me at 334-293-6566.

Sincerely,

/s/ James R. Martin
Vice-Chairman

Cc: A.Z. Holloway, M.D., Chairman, Joint Public Charity Hospital Board

End of Letter

Mr. Polizos made a motion to appoint Vivian Hamlett, M.D. and reappoint Mary Weidler for terms expiring October 5, 2012. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 2-2, is attached to these Minutes.)

WAUGH-MOUNT MEIGS VOLUNTEER FIRE PROTECTION AUTHORITY –
APPROVED BOARD MEMBER APPOINTMENT

The Deputy Administrator presented the following letter from President of Waugh-Mount Meigs Volunteer Fire Protection Authority Alma J. Bowen, requesting approval of the reappointment of board member Lindsay Ray:

September 9, 2009

Montgomery County Commission
Montgomery, AL

Gentlemen:

Per our verbal conversation in April 2009, Mr. Lindsay Ray was selected during our regular April monthly board meeting to serve another term as our representative on your board of directors for the Waugh-Mount Meigs Volunteer Fire Protection Authority. As requested, this letter serves as written communications to confirm our selection.

If you have questions, please feel free to call me at (334) 215-7503.

Sincerely,

/s/ Alma J. Bowen
President

End of Letter

Mr. Williams made a motion to reappoint Lindsay Ray for a term expiring March 1, 2015. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 3-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MEMORANDUM OF UNDERSTANDING
WITH MONTGOMERY COUNTY OFFICE OF DISTRICT ATTORNEY ELLEN
BROOKS REGARDING TECHNOLOGY PROFESSIONAL SERVICES

The Deputy Administrator requested approval of Memorandum of Understanding with Montgomery County Office of District Attorney Ellen Brooks regarding Technology Professional Services.

Mr. Williams made a motion to approve the Memorandum of Understanding. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Memorandum of Understanding, Agenda Page 4-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED LEASE AGREEMENT WITH HASKELL
SLAUGHTER YOUNG & GALLION, LLC

The Deputy Administrator requested approval of a Lease Agreement with Haskell Slaughter Young & Gallion, LLC.

Mr. Polizos made a motion to approve the Lease Agreement. The motion was seconded by Mr. Williams. Chairman Dean, Mr. Polizos and Mr. Williams voted in favor of the motion. Mr. Wilson abstained from the vote and the motion was carried. (Copy of Lease Agreement, Agenda Pages 5-1 through 5-4, is attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED CHILD SUPPORT ENFORCEMENT
AGREEMENT

The Deputy Administrator presented the following memorandum from Administrative Assistant to the District Attorney Rhonda B. Cape, requesting approval of Child Support Enforcement Agreement:

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Administrative Assistant

DATE: October 6, 2009

SUBJECT: Child Support Enforcement Agreement

Attached is the Child Support Enforcement Agreement DA-15-51-23 with the Alabama Department of Human Resources (DHR) for a period of three years beginning October 1, 2009 and ending September 30, 2012. The agreement required the approval and signature of the Montgomery County Commission. Please place this on the October 13, 2009 agenda for approval.

Thank you for your help in this matter.

Attachment

End of Memorandum

Mr. Wilson made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Agreement, Agenda Pages 6-2 through 6-20, is attached to these Minutes.)

TAX AND AUDIT DEPARTMENT – APPROVED EXTENDED CONTRACT WITH MONTGOMERY ARMORED CAR SERVICE, INC.

The Deputy Administrator presented the following memorandum requesting approval of Extended Contract with Montgomery Armored Car Service, Inc.:

October 5, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Extended Armored Car Service Contract

Attached is a contract agreement between Montgomery Armored Car Service, Inc. and Montgomery County Commission for the pick up and transport of tax and audit funds to the bank. The contract is based on average monthly deposits and is within guidelines of other car services. The monthly cost will be \$303 to the County.

This contract was discussed with the Commission during the September 28, 2009 meeting. I recommend approval of this contract at the next County Commission meeting on October 13, 2009.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memorandum and Extended Contract, Agenda Pages 7-2 through 7-6, are attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED PROFESSIONAL SERVICES CONTRACTS TO PROVIDE EDUCATIONAL INSTRUCTION FOR THE “END VIOLENCE EFFECTIVELY NOW” (E.V.E.N.) PROGRAM

The Deputy Administrator presented the following memorandum from Executive Director of Community Corrections Paul H. Brown requesting approval of Professional Services Contracts:

MEMORANDUM

DATE: October 2, 2009

TO: Donnie Mims, Montgomery County Commission

FROM: Paul H. Brown – Executive. Director

SUBJECT: Commission Agenda Item to Review and Consider for Approval Individual Contracts for Professional Services to Provide Educational Instruction for the “End Violence Effectively Now” (E.V.E.N.) Program

Mr. Mims:

On September 28, 2009, the County Commission met and approved a number of individual contracts for Professional Services for prospective E.V.E.N. Domestic Violence/Intervention Educators. The Community Corrections Department is now prepared to accept clients and new referrals beginning the first week in October; the start of the Department's fiscal year. The Community Corrections Department has worked with the Family Sunshine Center to assimilate all of the program educators as contract staff for the Community Corrections Department. Individual hourly rates vary from \$20.00 to \$25.00 per hour based on each individual provider's educational attainment (relevant to the material presented) and experience with the curriculum provided.

Since the September 28, 2009 County Commission meeting, additional individuals have been either submitted their signed contracts or have been referred to the Community Corrections Department from the Family Sunshine Center as prospective Professional Service Providers. I have met with these individuals and I recommend to the Commission that these individuals also be afforded the opportunity to provide these services along with those individuals which the Commission has previously approved contracts for Professional Services.

I respectfully ask that the proposed additional individual Professional Services Contracts for E.V.E.N. Educators be placed on the Commission Agenda for Tuesday, October 13, 2009 and I further recommend to the Commission that each of the Contracts for Professional Services be approved by the Commission. For reference, the following additional individuals have agreed to provide the aforementioned professional services at the rates indicated:

Joan Williams, Ph.D.	\$25.00 per Service Hour
Monica Robinson	\$20.00 per Service Hour
Sendena Stewart	\$20.00 per Service Hour

Respectfully submitted,

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

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Professional Services Contract, Agenda Pages 8-3 through 8-5, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED CHANGE ORDER NUMBER 5 WITH
CANNDausON CONSTRUCTION, INC. REGARDING SHERIFF’S OFFICE
RENOVATIONS IN ANNEX I – PHASE 2 PROJECT

The Deputy Administrator presented the following memorandum requesting approval of Change Order Number 5 with CannDauSon Construction, Inc.:

October 8, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Change Order No. Five
Sheriff’s Office Renovations
Annex 1 – Phase 2 Project

CannDauSon Construction has submitted the attached Change Order No. Five for the Sheriff’s Office Renovation Project. Change Order Number Five is comprised of items in the amount of \$10,248.33 and is forwarded to you for your approval at the next County Commission meeting on October 13, 2009.

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

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Letter and Change Order Number 5, Agenda Pages 9-2 through 9-5, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED PAYMENT OF 2009-2010 MEMBERSHIP
DUES TO ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA

The Deputy Administrator requested approval of payment of 2009-2010 Membership Dues to Association of County Commissions of Alabama in the amount of \$12,773.00.

Mr. Williams made a motion to approve the 2009-2010 Membership Dues to Association of County Commissions of Alabama. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Invoice, Agenda Page 10-1, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

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

October 13, 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-2010-1: Alabama Shakespeare Festival, for Educational Programs - \$1,000
- C-2010-2: Volunteer and Information Center, Inc., for Health Fair - \$500
- NC-2010-1: Alabama Cooperative Extension System, for Montgomery County Youth Dairy Show - \$250

End of Memorandum

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

- C-2010-3: Montgomery Area Council on Aging (MACOA), for Madison Park Senior Citizens' Feeding Program - \$3,700
- C-2010-4: Montgomery Area Council on Aging (MACOA), for Mt. Zion Day Care, for Food Program and Day Care - \$2,500
- C-2010-5: Central Alabama Aging Consortium, for Shiloh Baptist Church Feeding Program - \$2,500

- C-2010-6: Freewill Community Development Corporation of Montgomery, for Freewill Baptist Church Senior Citizens' Feeding Program - \$1,500
- C-2010-7: Montgomery Bible Institute and Theological Center, for Educational Programs for Low Income Citizens Regarding Computer Training - \$3,500
- C-2010-8: Montgomery County Recreation Department, for Cleveland Avenue YMCA, for After School Enrichment Program - \$25,000
- NC-2010-2: BOE, Carver Senior High School, for Principal's Discretionary Fund, for Football Team - \$1,500

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

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (9)

The Deputy Administrator recommended the following Travel/Training Requests for approval by the Commission with the exception of Appraisal Department, Travel Request Number 2 due to the class being cancelled:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
(1) County Commission	Request Number 1
(2) Finance Department	Request Number 1
(3) Probate Judge's Office	Request Number 1 and 2
(4) Information Systems	Request Number 1
(5) Youth Facility	Request Number 1
(6) Engineering Department	Request Number 1
(7) Appraisal Department	Request Numbers 1 and 2
(8) Personnel Department	Request Number 1

Mr. Williams made a motion to approve the travel/training requests, with the exception of Appraisal Department, Travel Request Number 2, due to the class being cancelled. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 12-1 and 12-10, are attached to these Minutes.)

WAIVED AGENDA RULES

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

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (5)

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

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
(1) County Commission Appropriations	Request Number 48
(2) District Attorney	Request Number 13
(3) Engineering	Request Number 1
(4) Risk Management	Request Numbers 3 and 4

Mr. Wilson made a motion to approve the budget change requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 13-1 through 13-5, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Williams wished everyone a good morning. He also recognized Revenue Commissioner Janet Buskey, stating he was glad to see her. He wished everyone a good day and God bless.

Commissioner Polizos stated he hopes everyone has a great day and a great week.

Chairman Dean recognized former Commissioner Gowan and former Public Information Officer Melanie Beasley, stating he was glad to see them. He recognized the new Revenue Commissioner Janet Buskey and asked her to introduce her Chief Clerk, Allison Hollin. He told Ms. Buskey that he was glad to have her on board.

Commissioner Wilson welcomed everyone and stated that he looks forward to working with the new Revenue Commissioner and Chief Clerk. He thanked Ms. Karen Sellers, Executive Director of Family Sunshine Center for the artwork and for all that the center does for the community.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

DISCUSSION ITEM BY THE COMMISSION

Chairman Dean informed the Commission that he had received a letter from Dr. H. Winston Pirtle, Sr., regarding the Snowdown Community Park. Dr. Pirtle has requested that the County take responsibility of having the restrooms cleaned and allow the citizens to reserve the large pavilion for group events and/or family reunions. Montgomery County Parks and Recreation Board Chairman Willie Jones stated that Dr. Pirtle had made the same request to the Board and that they asked him to make a recommendation as to how the pavilion reservations could be made and enforced. The Commission agreed to discuss this matter further at the next meeting.

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on October 13, 2009, at 10:06 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-25-09

Check Number	To	Check Number
202590		202616
Total Checks Paid		229,530.15

CHECK #	PAYEE	AMOUNT	DATE
202586	Postmaster Bulk Mailing	\$ 3,140.29	09/18/09
202587	Alabama Chapter Appraisal Instit.	\$ 175.00	09/18/09
202588	Compass Bank	\$5,350,000.00	09/18/09
202589	Crawford & Company	\$ 1,197.58	09/23/09

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-30-09

Check Number	To	Check Number
202619		202731
Total Checks Paid		\$ 754,520.29

CHECK #	PAYEE	AMOUNT	DATE
202617	Unisys Corp.	\$ 36,900.72	09/29/09
202618	FIA Card Services	\$ 1,742.90	09/29/09

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-30-09

Check Number	To	Check Number
202732		202860
Total Checks Paid		\$ 465,208.74

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-05-09

Check Number	To	Check Number
202862		202892
Total Checks Paid		\$ 613,682.38

CHECK #	PAYEE	AMOUNT	DATE
202861	Quality Correctional Health	\$ 156,042.00	10/02/09

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-09-09

Check Number	To	Check Number
202894		202971
Total Checks Paid		\$728,353.78

CHECK #	PAYEE	AMOUNT	DATE
202893	Postmaster	\$ 13,274.25	10/06/09

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

10-13-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-09-09

Check Number	To	Check Number
202972		203035
Total Checks Paid		\$ 189,029.78

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

Joint Public Charity Hospital Board

Members:

Term Expires:

Richard Wilhoite
7195 Fanning Mill Road
Grady, AL 36036

10/5/2010

Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Home: 271-1678

10/5/2010

Dr. Albert Holloway
2611 Woodley Park Drive
Montgomery, AL 36117
Phone: 288-0009

10/5/2011

Lynn Breshear
Envision2020
600 S Court Street
Montgomery, Alabama 36106
Work: 269-0224
Cell: 462-0220

10/5/2011

Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2009

Dr. Bart Cook
239 Mitylene Park Drive
Montgomery, AL 36117
Work: 612-2111

10/5/2009

James R. Martin (293-6500)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

Waugh-Mt. Meigs Volunteer
Fire Protection Authority

Members:

Term Expires:

Lindsey Ray
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2009

John Crayton
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2011

Alma Bowen
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2013

cc: Alma Bowen, Chairperson

Term: 6 years

OCT 13 2009

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTGOMERY COUNTY OFFICE OF DISTRICT ATTORNEY ELLEN BROOKS
AND
MONTGOMERY COUNTY COMMISSION**

Because of an identifiable need for technology professional services, the Montgomery County Office of District Attorney Ellen Brooks (hereinafter known as MCDA) and the Montgomery County Commission (hereinafter known as MCC) have entered into an understanding for the provision of these professional services. Therefore, the MCDA and MCC, intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. In accordance with this understanding the MCDA will:

- pay any reasonable costs incurred to move to the Montgomery County network;
- purchase necessary hardware;
- purchase necessary licenses;
- provide our own system administration;
- provide MCC Information Systems administrators with full network rights to our systems;
- collaborate on disaster recovery plan;
- share necessary on-going costs of network administration/licenses;
- share IT resources

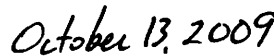
II. In accordance with this understanding the MCC / Information Systems will:

- provide cost analysis for equipment and licenses;
- provide assistance for move to Montgomery County network and network setup;
- provide a secure location for MCDA servers and equipment;
- provide network access to the MCDA systems;
- manage redundancy of systems;
- collaborate on disaster recovery plan;
- share necessary on-going costs of network administration/licenses;
- share IT resources

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



Ellen Brooks
District Attorney, Montgomery County



Date

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

Date

OCT 13 2009

STATE OF ALABAMA *
 *
COUNTY OF MONTGOMERY *

LEASE AGREEMENT

LEASE AGREEMENT, between the **Montgomery County Commission**, (hereinafter called the "Lessor"), and **Haskell Slaughter Young & Gallion, LLC**, (hereinafter called the "Lessee"), made and entered into this 13th day of October 2009.

WITNESSETH

Lessor leases and demises unto the Lessee, upon the terms and conditions hereinafter set forth, the following described real estate situated in Montgomery County, the City of Montgomery, to-wit:

305 South Lawrence Street
Montgomery, Alabama 36104

1. **TERMS OF LEASE**

(a) Lessee agrees to use the demised premises for the operation of a law office. The primary term of this lease agreement and of the lease herein made shall begin on or about October 1, 2009 and subject to the provisions of this agreement shall continue through September 30, 2012.

(b) Lessee shall, upon adhering to the covenants herein, enjoy peaceable possession of the premises at 305 South Lawrence Street, Montgomery, Alabama.

2. **RENTAL FEES**

(a) Lessee will pay the Lessor a monthly rental fee of Five Thousand Four Hundred Ninety & 99/100 Dollars (\$5,490.99) each month for the remainder of the term of this Lease unless amended.

(b) If payment of rents required by this lease is not paid when due, the Lessor shall have the option to:

I. Terminate this lease and take possession of the property; and

II. Initiate legal action for any unpaid rent.

In either event, Lessor shall give Lessee written notice by registered mail at the address of the Lessee and shall allow Lessee thirty days grace period in which to pay in full the arrearage plus interest.

3. MAINTENANCE AND IMPROVEMENTS

(a) When necessary, Lessor shall paint the building, repair the roof and maintain the outside structure of said building.

(b) In addition, Lessor shall, when caused by leaks in the building pay for the replacement of carpet inside the building. Said carpet shall be of commercial nature, and prior to installation, Lessor and Lessee shall mutually agree upon the purchase price of the carpet and cost of installation.

(c) Lessee agrees to paint the entire inside of said building, as needed, and perform or have performed any electrical work or other improvements as may be needed inside said building.

(d) Lessor, where mutually agreed, shall provide all labor to replace/install light fixtures and ceiling fans, However, Lessee agrees to purchase all such items to be installed. Further, all such items installed in the building shall remain as property of Lessor, along with the carpet and any other improvements thereto.

(e) Lessor agrees to install an electronic security system for said building and Lessee agrees to pay the monthly fees for the security system.

(f) If the leased property is partially destroyed or damaged by fire or other casualty, Lessor or its assigns will not be bound to repair, replace or rebuild any of the leased building, if said building is still fit for occupancy but Lessee shall have the right to terminate the Lease upon thirty (30) days written notice if a material portion of the building can no longer be used by Lessee. In the event said property is completely destroyed and/or uninhabitable by the lease, then said lease shall be terminated effective on the date of such complete damage and destruction.

4. UTILITY COSTS

Lessor agrees to pay all utility costs connected with said building, with the exception of telephone service. The telephone installation, maintenance and monthly billing shall be the obligation of the Lessee.

5. INSURANCE

(a) Lessor shall maintain Commercial General Liability, Property and Fire Insurance on the structure and grounds of said building, and Lessee shall be an additional named insured under said policy (ies).

(b) Lessee shall maintain rental insurance for all properties belonging to said Lessee.

6. OPTION TO PURCHASE

If, at any time, Lessor should decide to sell building, Lessee shall have first option to purchase the building. Lessor shall not sell said building until the expiration of the lease to anyone other than the Lessee.

It is hereby agreed that, after each party has read and approved the covenants contained herein, this written instrument embodies the whole agreement of the parties.

This lease agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this lease in duplicate, this _____ day October 2009.

LESSEE

Thomas T. Gallion, III
Shareholder Partner
Haskell Slaughter Young & Gallion, LLC
Post Office Box 4660
Montgomery, Alabama 36103-4660

Witness

LESSOR

Elton N. Dean, Chairman
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Witness

Revised 9-24-09

50051-317
#11,945

AGREEMENT BETWEEN
DISTRICT ATTORNEY, 15TH JUDICIAL CIRCUIT
and
MONTGOMERY COUNTY COMMISSION
and
MONTGOMERY COUNTY DEPARTMENT OF HUMAN RESOURCES
and
THE DEPARTMENT OF HUMAN RESOURCES
OF THE STATE OF ALABAMA
AGREEMENT NO. DA-15-51-23

The purpose of this agreement is to implement and conform to the child support enforcement provisions of Title IV-D of the Social Security Act (PL 93-647, 42 U.S.C. 651, et seq.); Title 45 Code of Federal Regulations; other applicable federal statutes; Title 38 Chapter 10 of Code of Alabama 1975 and other applicable Alabama statutes; the Alabama State Title IV-D Plan; the Child Support Policy and Procedures Manual, and Child Support Enforcement Division policy directives.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree to the terms and conditions set forth below:

To effect this purpose, the above-mentioned parties, in consideration of the mutual covenants and promises hereinafter contained, hereby agree to the following definitions and duties:

I. Definitions: The term "support" shall mean: 1) spousal support which is incidental to a child support case in which child support payments are owed or as

required by federal regulations, 2) child support, and /or3) medical support obligations, including medical insurance, except where more specifically defined, and shall include interest, if any accrued thereon. The term “interest” shall mean any accrued interest on such support as allowable under Alabama statute.

II. DUTIES OF THE COUNTY DEPARTMENT OF HUMAN RESOURCES

The County Department(s) of Human Resources agree(s) to:

A. Accept and fulfill those services and responsibilities delineated in Exhibit B, and such Exhibit B is incorporated in this Agreement by specific reference.

B. Refer to the District Attorney appropriate cases in which:

- (1) Legal action is necessary to establish paternity;
- (2) Legal action is necessary to enforce ordered support;
- (3) Legal action is necessary to establish child support and/or health insurance and/or medical support;
- (4) Legal action is needed for determination of “Controlling Order” in interstate cases;
- (5) Legal action is needed to redirect payments
- (6) Legal action is needed to have a divorce or other decree modified in regard to child support or medical support obligations required in cases in which the County Department has evidence that one or more of the following conditions exists:
 - (a) a child needs to be added to an existing order;
 - (b) child support was not previously ordered;

- (c) child support was set temporarily at a reduced amount with the express intention of being increased at a later date;
- (d) the original order for health insurance and/or medical insurance is no longer in the best interest of the child based on changed circumstances of the parties;
- (e) there are grounds for modification under Rule 32, Alabama Rules of Judicial Administration;
- (f) where administrative reviews completed pursuant to federal requirements indicates that the amount of the support order should be increased or decreased.

(7) Legal action is necessary to establish a judgment amount for support arrears and accrued interest.

- C. Provide the District Attorney with available information needed to establish paternity and secure, enforce, or modify support orders on cases referred; including interest calculation where appropriate.
- D. Provide staff as witnesses in court when necessary for prosecution of the County Department's cases.
- E. Secure genetic testing through administrative procedures or as ordered by the court in Title IV-D paternity cases.
- F. Retain administrative responsibility for all cases including responsibility for enforcement through administrative mechanisms, as required under Title IV-D of the Social Security Act, including but not limited to income tax intercept.

- G. Provide other appropriate and available information requested by the District Attorney.

III. DUTIES OF THE DISTRICT ATTORNEY

The District Attorney agrees to:

- A. Accept and fulfill those services and responsibilities delineated in Exhibit C, and such Exhibit C is hereby incorporated in this Agreement in its entirety by specific reference.
- B. Provide legal services related to child support in cases referred by the County Department in accordance with all applicable state and federal laws and regulations including, but not limited to, Title IV-D of the Social Security Act. The District Attorney, his or her representative retained to initiate legal proceedings at the request of the Department of Human Resources to establish or enforce child support, spousal support, medical support, and/or any other support services pursuant to the provisions of Title IV-D of the Social Security Act and the laws of this State shall represent the State of Alabama, Department of Human Resources exclusively in said cases pursuant to Code of Alabama 1975, § 38-10-7.1. This provision of legal services includes representation at administrative hearings as requested by the County Department and representation in Bankruptcy Court hearings.
- C. In accordance with the terms of the Agreement, establish paternity and support obligations and make attempts to enforce: 1) spousal support which is incidental to a child support case in which the child support

payments are delinquent or as required by federal regulations; 2) child support; 3) medical support obligations; and 4) accrued interest related to such support. This includes the institution of appropriate civil actions to modify or enforce divorce orders for child support, as provided for in Article II, Section B (6). The District Attorney expressly retains the right to decline to modify any case which does not meet the criteria outlined in Article II, Section B (6)a-f.

- D. Maintain documentation, including time sheets and/or attendance records meeting certification requirements, in accordance with Chapter 15, Legal Services, Child Support Policy and Procedures Manual and Office of Management and Budget Circular A-87 May 17, 1995 for all charges against the Department under this Agreement.

IV. The District Attorney and/or County Commission agree to:

- A. Maintain the books, records and documents of the District Attorney and/or County Commission, insofar as they relate to work performed or money received under this Agreement, shall be maintained in conformity with generally accepted principles for a period of three (3) full years from the date of the final payment or from termination of the Agreement. Federal and State auditors including the Department's auditors and any persons duly authorized by the Department shall have full access to and the right to examine any of said materials during said period. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising out of the

action are resolved or until the end of the three-year period, whichever is later.

- B. Assume full financial liability for audit exceptions ruled as final. The District Attorney and/or County Commission will receive notice of audit findings prior to final disposition and be offered the opportunity to participate in review of the audit exceptions with the State Department or, in the case of a federal audit, federal officials, if request for such opportunity has been received within 30 days of receipt of audit findings. Claims made by the District Attorney and/or County Commission for payment which are paid by the State Department and which are subsequently determined to be erroneous shall be reimbursed to the State Department by the District Attorney within 60 days after receipt of notification of erroneous payment.

The payment of any invoice by the State Department shall not prejudice the State's right to object to or question such invoice or matter in relation thereto. Such payment by the State Department shall neither be construed as acceptance of any part of the work nor as an approval of any of the costs invoiced therein. District Attorney's invoices shall be subject to reduction for amounts included in any invoice or payments theretofore made which are determined by the State Department, on a basis of audits conducted in accordance with the terms of the Agreement, not to constitute allowable costs. Any payment shall be reduced for overpayments. Allowable expenses, which were not claimed on submitted

reimbursements during the review period, may be claimed according to federal policy within a period of two years from the close of the quarter in which the underpayment occurred.

The State Department may deduct from reimbursements, or any other amounts which are or shall become due and payable to the District Attorney and/or County Commission under this or any other Agreement between the parties, any amounts which are or shall become due and payable to the State Department by the District Attorney. Any amounts due and payable to the County Commission by the State Department which are reduced by amounts due and payable to the State Department by the District Attorney shall be reported to the District Attorney by the County Commission and reimbursed by the District Attorney to the County Commission General Fund. Cooperate fully with any collection and evaluation activities carried out by the County Department or State Department in connection with the services performed under this Agreement.

- C. Ensure that all information recorded, collected, and maintained pursuant to this Agreement shall be available upon reasonable notice to inspection, review, and/or audit by authorized personnel of the state and the federal governments.
- D. Have and make available to the State Department job descriptions for staff providing services under this Agreement and submit them along with the yearly budget for approval.

- E. Maintain strict standards of confidentiality of records in accordance with the law. The District Attorney further agrees that any information provided by the Department relative to applicants or recipients of Family Assistance or recipients of child support services is to be used only for the administration of services of this Agreement or in any other specified releases as authorized by the Department. The District Attorney agrees to provide safeguards to restrict the use or disclosure of any information concerning such applicants or recipients to purposes as stated and in accordance with state and federal law.
- F. Utilize the child support computer system to the extent required to comply with reporting requirements of the Federal Office of Child Support Enforcement (OCSE); and update information on the child support computer system as needed to reflect legal activities in a timely manner, as instructed by the Child Support Enforcement Division. The District Attorney and/or County Commission agrees to provide the following information for all staff who will have access to DHR computer systems:
- a. Name
 - b. Social security number
 - c. Location
 - d. Computer terminal device identification
 - e. Notification of change in employment
- G. Insure that all staff providing services pursuant to this Agreement have read and understands responsibilities as outlined.

V. MUTUAL OBLIGATIONS OF THE PARTIES

The District Attorney, County Commission, and the Department mutually agree that they will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial participation.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, the Americans with Disabilities Act, and any applicable Department of Health and Human Services regulations, which prohibits discrimination on the basis of physical or mental disability in programs and activities receiving or benefiting from federal financial participation.
- C. Title IX of the Education Amendments of 1972, as amended, “20 U.S.C., 1981 et seq.”, which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial participation.
- D. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial participation.
- E. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial participation.

- F. Federal statute 31 U.S.C. 1352, which prohibits the use of federal funds related to lobbying. Furthermore, the District Attorney and/or County Commission agrees to execute annually the Certification Regarding Lobbying, a copy of which is attached hereto as Exhibit D and which is incorporated and made part of this Agreement as if set out in full herein.
- G. The Drug-Free Workplace Act of 1988, PL 100-690, Title V, Subtitle D that specifies requirements for handling employees with drug related problems.
- H. The District Attorney and/or County Commission will comply with the privacy regulations of the federal Health Insurance Portability and Accountability Act ("HIPPA") (Public Law 104-191) as follows:
1. Not use or further disclose the Protected Health Information other than as permitted by the Agreement or as required by law;
 2. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for in the Agreement;
 3. Report to the covered entity any use or disclosure of the Protected Health Information not provided for by its Agreement of which it becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom it provided Protected Health Information received from, or created or received by the business

associate on behalf of, the covered entity agrees to the same restrictions and conditions that apply to the business associate with respect to such information;

5. Make available Protected Health Information in accordance with 45 C.F.R. Section 164.524;
6. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. Section 164.526;
7. Make available Protected Health Information required to provide an accounting of disclosures in accordance with 45 C.F.R. Section 164.528;
8. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by the business associate on behalf of the covered entity available to the Secretary for purposes of determining the covered entity's compliance with this subpart; and
9. Upon termination of the Agreement, for any reason, return or destroy all Protected Health Information received from, or created or received by the business associate on behalf of the covered entity unless unfeasible or illegal to do so or that the business

associate for any reason decided not to return or destroy the Protected Health Information. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of business associates.

10. Extend the protections of this Agreement to such Protected Health Information for so long as business associate maintains such Protected Health Information.
 11. Assure that in order for this Agreement and Addenda to be consistent with and in compliance with HIPPA, agree that this Agreement may be amended from time to time upon written notice from the State Department to the District Attorney and County Commission as to any revisions required to make this Agreement consistent with and in compliance with HIPPA.
 12. Authorize termination of the Agreement by the covered entity if the covered entity determines that the business associate has violated the material terms of the Agreement.
- I. All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - J. It is further understood and agreed that the District Attorney shall not be required to provide any service which is prohibited by or inconsistent with

the existing laws of the State of Alabama or the Alabama Rules of Professional conduct for attorneys.

- K. The State Department agrees to provide through the Child Support Enforcement Division (CSED) technical assistance and advice to the District Attorney and/or County Commission. The State Department CSED will monitor and evaluate the Child Support Enforcement Program and services under this Agreement.

VI. AGREEMENT PERIOD AND BUDGET

It is further agreed that:

- A. This Agreement shall be for a period of three years beginning October 1, 2009 and ending September 30, 2012. The projected cost for the three year period is \$2,405,123.46 and the total agreement price shall not exceed that amount. Said three year projected cost includes any possible cost of living increases and inflation as it relates to the other line items in the budget in the same format as Exhibit A. The District Attorney will submit a proposed annual budget at least forty-five (45) days prior to the beginning of the State fiscal year (October 1). If approved by the State Department, the proposed budget will be signed by all parties prior to the beginning of the fiscal year that the budget encompasses and then attached to this Agreement and incorporated herein. The cumulative total of the actual three budgets shall not exceed the total Agreement price.
- B. Any modification of this Agreement must be made by written amendments thereto, except that budget increases or decreases of up to 10% of the total

budgeted amount for a fiscal year may be made through a letter of request from the District Attorney and/or County Commission with the approval of the county director(s) and the State Department of Human Resources or from the county director(s) or State Department of Human Resources with the concurrence of the District Attorney and/or County Commission. Said 10% increase or decrease may not cause the total Agreement price to exceed the amount specified herein.

- C. The District Attorney shall submit monthly requests to the Department for reimbursement of expenses approved by the Department for services provided. A combined monthly reimbursement request may be submitted in a multi-county circuit. Documentation, such as invoices and time records, should be maintained at the site where the request is prepared. Monthly reimbursements will be made in accordance with the approved annualized budget. The total amounts paid in a fiscal year shall not exceed the approved budget total for that fiscal year.
- D. The County Commission will be fiscal agent for the reimbursement of allowable expenses approved by the Department. The Department agrees to reimburse the district attorney or County Commission for approved expenses submitted to the Department for services rendered subject to the provisions of Chapter 15 Legal Services, Child Support Policy and Procedures Manual.
- E. Acquisition and ownership of equipment with a cost over \$500.00 under 100% reimbursement funding will be governed by the Child Support

Policy and Procedures Manual, Chapter 15. Inventory documentation must be maintained by the District Attorney for audit verifications.

F. Certification of costs shall be submitted within ninety (90) days from the last day of the month in which costs were incurred. Reimbursement will not be made by the Department for costs submitted later than thirty (30) days following the end of a fiscal year, except where the period is reopened as the result of an audit. The parties further agree that reimbursement of approved expenses will be made to the District Attorney and/or County Commission no later than forty (40) working days after the reimbursement is submitted by the County Commission and approved by the Department.

G. The Department will reimburse the District Attorney or County Commission for attending training sessions which are approved by the Department up to the approved State per diem and/or mileage rates currently in effect at the time training occurs in accordance with procedures in Chapter 15, Legal Services, Child Support Policy and Procedures Manual. The District Attorney must obtain prior written approval from the Department before seeking reimbursement for travel to training and/or conference attendance, but will be determined based on State funding when the expenditure is sought to be made. Travel expenses in the budget are conditional and are not approved, but will be subject to consideration and approval or disapproval at the time the travel request is made.

- H. Certain items that may not be purchased or leased with money from the State General Fund or earmarked funds but are otherwise permissible will be reimbursed only up to the amount of federal matching funds.
- I. The District Attorney and/or County Commission shall not impose any fees for services provided under this Agreement other than those prescribed by the State Department. The District Attorney must also obtain prior written approval for any item not contained in the approved budget.

VII. MISCELLANEOUS

- A. It is understood and agreed by the parties that neither the District Attorney and/or County Commission nor their employees are entitled to receive Merit System benefits from the State of Alabama pursuant to this Agreement.
- B. The District Attorney and/or County Commission acknowledge and understand that this Agreement is not effective until it has received all requisite state government approvals and the District Attorney and/or County Commission shall not begin performing work under this Agreement until notified to do so by the Department. The District Attorney is entitled to no compensation for work performed prior to the effective date of this agreement.
- C. The District Attorney and/or County Commission warrants and represents to the State Department that neither the District Attorney and/or county Commission nor any of the District Attorney's trustees, officers, directors,

agents, servants and employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension".

- D. 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 XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this Cooperative Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Cooperative Agreement, be enacted, then that conflicting provision in the Cooperative Agreement shall be deemed null and void. The District Attorney's sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the governor and attorney general, when considering settlement of such dispute including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

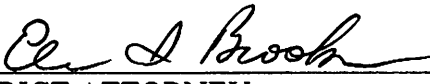
VII. TERMINATION

- A. This agreement may be terminated by any party upon thirty (30) days written notice to the other parties.

In the event of the proration of the fund from which payment under this Cooperative Agreement is to be made, the Cooperative Agreement will be subject to termination. Non-availability of funds, either State or federal, to DHR at any time shall cause this Agreement to become void and unenforceable and no liquidated damages shall accrue to the State as a result. The State shall not incur liability beyond payment for services provided prior to the time funds became unavailable.

The State Department, the District Attorney, the Montgomery County Commission and the County Department of Human Resources have caused this agreement to be executed by their duly authorized representative as follows:

BY: _____
STATE DEPARTMENT OF HUMAN RESOURCES

BY: 
DISTRICT ATTORNEY
15TH JUDICIAL CIRCUIT

BY: _____
MONTGOMERY COUNTY COMMISSION

BY: _____
MONTGOMERY COUNTY DEPARTMENT OF
HUMAN RESOURCES

APPROVED FOR CONTENT:

BY: _____
DIRECTOR
CHILD SUPPORT ENFORCEMENT DIVISION

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Larry R. Curvin, CGFM
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

October 2, 2009

M E M O R A N D U M

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Larry R. Curvin, Revenue Manager
Tax & Audit Department



RE: NEW ARMORED CAR CONTRACT FOR FY 2010

Attached is a proposed new contract from Montgomery Armored Car Service, Inc (MASC) for armored car pickups/bank deliveries of our daily cash receipts. This contract maintains a monthly payment of \$303 with the same applicable fuel surcharge as the previous contract. The price quote for this service was reviewed at the last Montgomery County Commission meeting.

I request that this contract be reviewed and approved by the Montgomery County Commission so that this armored car service will continue with MASC for the FY 2010 period. I am providing 2 copies of the contract for signature after MCC approval is given, as applicable.

Attachment

MONTGOMERY ARMORED CAR SERVICE, INC.

1701 RIDGEWAY WEST
MONTGOMERY, ALABAMA 36110

CONTRACT

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

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

NOW THEREFORE, the Corporation agrees as follows:

1. To receive coins, money, checks, negotiable instruments, and/or securities in armored vehicles for and on behalf of the Customer and to acknowledge receipt for each individual container or shipment.
2. To transport said container or shipment to the consignee of the Customer's designation or choosing and to deliver said shipment or container into the custody of the consignee's agents or employees. The Corporation further agrees to obtain evidence of delivery to the agents or employees of the consignee and to furnish the Customer evidence of said delivery within a reasonable time upon receipt of a written request delivered to the Corporation by the Customer.
3. To receive shipments or containers from the Customer, during normal business hours at a time when the Corporation's vehicle is in a regular route within the immediate area of the customer and consignee's business establishment(s). The maximum time allotted for the stop will be 10 minutes. The Corporation will receive empty containers, if any, from the consignee on the preceding day and return said empty containers to the Customer on the next pick-up day. This includes delivery of deposit slips with empty containers. Change orders to be delivered at the time deposits are picked up.
4. To receive, transport and deliver to the consignee only shipments or containers which are sealed or locked, by agents or employee of the Customer, prior to receipt by the Corporation.
5. To be responsible and assume the liability for any loss of any shipment or the contents whereof after receipt of said container or shipment, up and until delivery of said shipment or container is accomplished with the Customer or the Customer's consignee, subject to the exceptions hereinafter referred to. The "said to contain" amount of shipment will be indicated on the messenger's route sheet, any bills of lading and signature book retained by the customer. The limit of the Corporation's liability shall not be an amount any larger than the maximum amount hereinafter stated, to be contained in the total shipment.
6. To receive each sealed or locked container at Customer's business location as designated in writing to Corporation on the day of each week designated in writing to the Corporation and deliver such to the Customer's designated consignee.

The Customer agrees as follows:

1. To furnish all containers in which any shipment is packaged for transportation by the Corporation. The containers shall be equipped with a locking device or system which shall be

securely fastened, locked or closed prior to receipt by the Corporation. The customer agrees to inscribe on each container his design, name, trade-mark, or other individual insignia which shall easily identify his container from other containers which may be in the possession of the Corporation.

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

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

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

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

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

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

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

enforcement agencies and National Guard, in defending against any attack or threatened attack by any government, organized or unorganized; any guerilla forces, radical groups, terrorist organization whether or not they are recognized as such by any organized governmental entity located anywhere.

- c. Any conventional, unconventional atomic or nuclear fission device.
- d. Radioactive contamination caused by any accident involving any facility operated by any government authority, agency or department thereof, or operated by any private business entity organization or individual.

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

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

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

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

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

SERVICE	DAYS PER WEEK	RATE PER MONTH
Bank Deposit Pick-up	Monday through Friday Except major holidays	\$303.00

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

The terms of this agreement shall begin October 1, 2009 and shall continue in effect for a period of one year from that date until September 30, 2010. Either party shall have the option to terminate this contract at any time for any reason upon 30 days written notice.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this the 1st Day of October, 2009

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

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

BY: _____

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

Title

Special Instructions, if any:

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

Holidays Observed:

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

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Monthly Invoice Forms are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment.

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2010. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2009. This Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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

Dated this _____ Day of _____, 2009.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

October 7, 2009

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

Re: Annex 1 – Phase II

Dear John:

Attached is a proposal and formal Change Order from CannDauson Construction in the amount of \$10,248.33 to perform work on the 1st floor for the Sheriff's Department. This proposal and change order was originally approved at \$6,190.45 but had not been reviewed by the architect. The work was going to be done through the sheriff's department. The architect was asked to include this work in a change order and with that request the architect was required to review the work that was needed. The architect's review revealed additional, electrical, floor and HVAC work that would be required to make the requested changes. The new proposal has been reviewed by the architect and mechanical engineer and they recommend approval. I believe the work could be accomplished outside the contract by obtaining prices from two or three contractors with some cost savings. However, the sheriff's department needs the work performed as soon as possible. If time is of the essence then I recommend proceeding with the change order.

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

Sincerely,
TCU Consulting Services, LLC

Thomas L. Lawrence
Program Director

cc: file
Ken Upchurch
Don Wheeler



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Sheriff's Office Renovations, Montgomery County Courthouse	CHANGE ORDER NUMBER: 005 DATE: September 24, 2009	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): CannDauson Construction 216 Echlin Blvd Prattville, AL 36066	ARCHITECT'S PROJECT NUMBER: 0704GV-A CONTRACT DATE: March 5, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. Work performed on the first floor.....

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

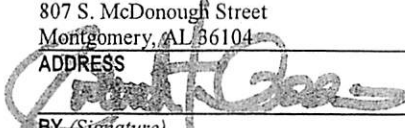
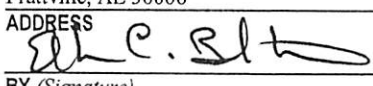
The Contract Time will be increased by Zero (0) days.

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

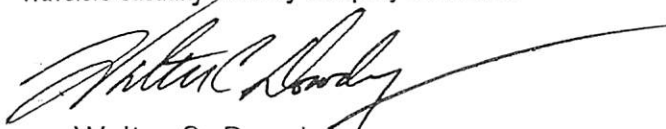
\$6,190.45	TL	10-7-09	
\$ 10,248.33	ECB	10-7-09	
	TL		\$ 4,638,198.00
	ECB		\$ 248,176.66
\$ 10,248.33			\$ 4,886,374.66
			\$ 6,190.45
\$ 4,896,622.99			\$ 4,892,565.11

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

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

PH&J Architects, Inc. ARCHITECT (Firm name) 807 S. McDonough Street Montgomery, AL 36104 ADDRESS  BY (Signature) Patrick T. Addison, AIA (Typed name) SEPT 24, 2009 DATE	CannDauson Construction, Inc. CONTRACTOR (Firm name) 216 Echlin Blvd Prattville, AL 36066 ADDRESS  BY (Signature) Ellen Barette, Vice President (Typed name) 10 / 2 / 09 DATE	Montgomery County Commission OWNER (Firm name) PO Box 1667 Montgomery, AL 36102 ADDRESS BY (Signature) Elton N. Dean, Sr., Chairman (Typed name) DATE
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Travelers Casualty & Surety Company of America


Walter C. Dowdy
Attorney in Fact

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User Notes:

(878008171)

OK
TL
ECB
10-7-09

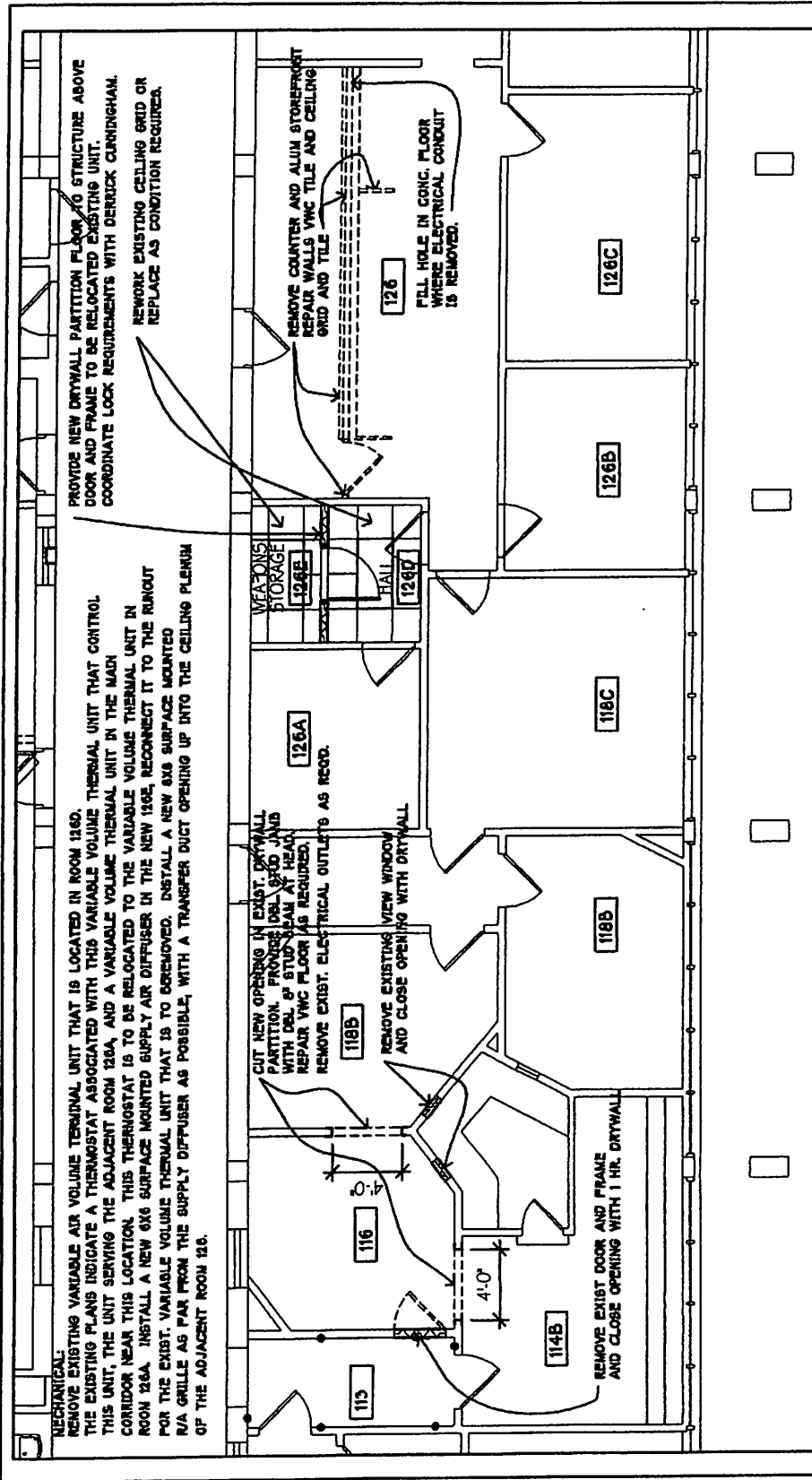
9-3

**COR # 71 - RFP 71 First Floor Wall
Work**

	Material	Labor	Sub/Equipment
Supervision	\$0.00	\$2,000.00	\$0.00
Bradley Plumbing & Heating	\$0.00	\$0.00	\$752.10
Electrical	\$0.00	\$0.00	\$0.00 BY OWNER
Weiss Flooring	\$0.00	\$0.00	\$706.10
Central Alabama Painting	\$0.00	\$0.00	\$900.00
M&M Drywall	\$0.00	\$0.00	\$1,699.14
Independent Glass	\$0.00	\$0.00	\$906.00
Labor to demo counter	\$45.00	\$700.00	\$145.00
Labor to demo existing partititon			
Labor to demo (2) view windows			
Final Clean Up			
Labor to remove one door and frame and relocate	\$0.00	\$175.00	\$0.00
Dumpster	\$0.00	\$0.00	\$275.00
Subtotals	\$45.00	\$2,875.00	\$5,383.34
Tax/Payroll Taxes	\$4.50	\$603.75	\$0.00
Subtotals	\$49.50	\$3,478.75	\$5,383.34
Subtotals			\$8,911.59
GC Mark Up			\$1,336.74
Total			\$10,248.33

Notes:

1. All Electrical work is to be by Owner.
2. Door, Frame and Hardware removed from Room 116 are to be re-used at Room 126E.



PARTIAL PLAN FIRST FLOOR FL.

SCALE: 1/8" = 1'-0"

DH&J architects inc.

P.O. BOX 215-MONTGOMERY, AL. 36101
TELEPHONE (334) 265-8781

PROJECT:	SHERIFF'S OFFICE RENOVATE MONTGOMERY COUNTY COURTHOUSE ANNEX I FOR THE MONTGOMERY COUNTY COMMISSIO N MONTGOMERY, ALABAMA	BY	RT	CHECK	GH
		DATE	9/23/09	SHEET	
		REV.			
TITLE:		MODIFICATIONS TO FIRST FLOOR PLAN			

Agenda

OCT 13 2009

ACCA
100 N. Jackson Street
Montgomery, AL 36104

I N V O I C E

July 10, 2009

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

2009-2010 Association Dues

\$12,773.00

Please make checks payable to ACCA.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 6, 2009
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Greenville, AL
Departure Date: October 29, 2009 Return Date: October 29, 2009
Conference Leave (Days / Hours): 4 Hours
Purpose of Travel: to attend the ACCA District Meeting

Traveler (s) Name: 1. Reed Ingram 4. DiDi Henry
2. Donald Mims 5. _____
3. John Mitchell, Sr. 6. _____

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

Total (est.) Cost: \$278.00 Advance Registration Required: \$80.00

Department Name: County Commission Fund Name: General

Additional Comments: 49.50/person - Mileage; 20.00/person - Registration

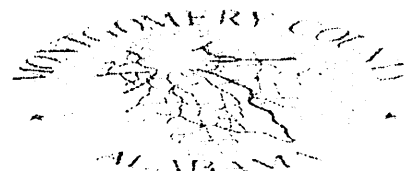
To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$278.00 and advance registration of \$80.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$25,000.00</u>
Current Requests:	<u>\$278.00</u>
Budget Balance:	<u>\$24,722.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/6/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 5, 2009
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: December 3, 2009 Return Date: December 4, 2009
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend 2009 Auburn University Tax Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

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

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

Total (est.) Cost: \$133.00 Advance Registration Required: \$133.00

Department Name: Finance Fund Name: General

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

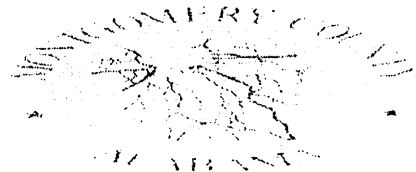
From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$133.00 and advance registration of \$133.00 is authorized.

To be completed by the Finance Department

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

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/5/2009

cc: Finance Director / Buyer

12-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

OCT 13 2009

Date: September 16, 2009

To: Donald L. Mims, Administrator

From: Judge Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Alabama

Departure Date: November 5, 2009 Return Date: November 6, 2009

Conference Leave (Days / Hours): 2 days

Purpose of Travel: to attend Alabama Law Institute Election Conference

Traveler (s) Name: 1. Judge Reese McKinney, Jr. 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$175.00

Department Name: Probate Fund Name: 001-51300-265

Additional Comments: _____

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51300-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$4,000.00

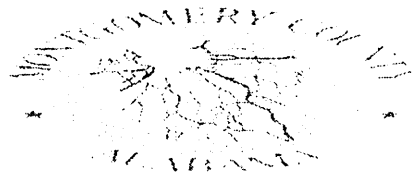
Approved Requests: \$61.60

Budget Available: \$3,938.40

Current Requests: \$600.00

Budget Balance: \$3,338.40

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/7/2009

cc: Finance Director / Buyer

12-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 2, 2009
To: Donald L. Mims, Administrator
From: Trey Granger
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Alabama
Departure Date: November 5, 2009 Return Date: November 6, 2009
Conference Leave (Days / Hours): 2 days
Purpose of Travel: to attend Alabama Law Institute Election Conference

Traveler (s) Name: 1. Trey Granger 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$600.00 Advance Registration Required: \$175.00

Department Name: Probate/Elections Fund Name: 001-51910-265

Additional Comments: _____

To: Trey Granger

From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$600.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51910-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$3,000.00</u>	
Current Requests:	<u>\$600.00</u>	
Budget Balance:	<u>\$2,400.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/2/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 5, 2009
To: Donald L. Mims, Administrator
From: Lou Ialacci *oppa*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Nashville, TN

Departure Date: October 19, 2009

Return Date: October 23, 2009

Conference Leave (Days / Hours): Five

Purpose of Travel: Attend the MSGovern Division of Harris Computer annual users conference and the MSGovern Executive Steering Committee meeting. This is for the Govern software used by Tax & Audit, Appraisal, and Personal & Property Tax depts

Traveler (s) Name: 1. Lou Ialacci 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,300.00

Advance Registration Required: \$0.00

Department Name: Information Systems

Fund Name: General

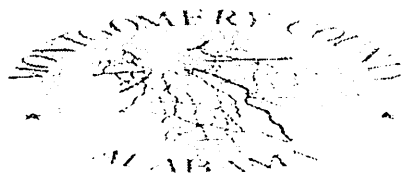
Additional Comments: cost breakdown: hotel \$850; meals \$150; travel & parking \$300

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

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,300.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$20,000.00</u>	
Current Requests:	<u>\$1,300.00</u>	
Budget Balance:	<u>\$18,700.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/6/2009

cc: Finance Director / Buyer

12-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 5, 2009
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Selma - St. James Hotel
Departure Date: October 15, 2009 Return Date: October 16, 2009
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Conference symposium on Child Abuse, Domestic and Sexual Abuse

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

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

Total (est.) Cost: \$65.00 Advance Registration Required: _____

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

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$65.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$65.00</u>	
Budget Balance:	<u>\$9,935.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/6/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: September 17, 2009
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Marriott Legends in Prattville, AL
Departure Date: November 16, 2009 Return Date: November 17, 2009
Conference Leave (Days / Hours): 16 hrs.
Purpose of Travel: Attend the Engineers Fall Meeting

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

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

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

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

Additional Comments: _____

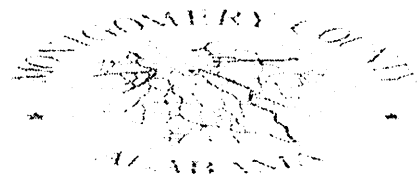
To: George C. Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$100.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$5,000.00</u>	
Current Requests:	<u>\$100.00</u>	
Budget Balance:	<u>\$4,900.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/1/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 1, 2009

To: Donald L. Mims, Administrator

From: Jane Mardis, Chief Appraiser

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville State Park, Guntersville, Alabama

Departure Date: November 3, 2009

Return Date: November 4, 2009

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Attend 2010 Mid-Winter Conference Planning Meeting for Alabama
Association of Assessing Officials

Traveler (s) Name: 1. Jane S. Mardis 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$200.00

Advance Registration Required: \$0.00

Department Name: Appraisal

Fund Name: Reappraisal

Additional Comments:

To: Jane Mardis, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 120-51985-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$25,000.00

Approved Requests: \$2,210.00

Budget Available: \$22,790.00

Current Requests: \$200.00

Budget Balance: \$22,590.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/1/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

OCT 13 2009

Request # 2

Date: October 1, 2009
To: Donald L. Mims, Administrator
From: Jane Mardis, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: November 30, 2009 Return Date: December 4, 2009
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend AL IIb: Appraisal Manual (Comm) sponsored by Auburn University
Governmental Services

Traveler (s) Name: 1. Pamela Trammer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration Only

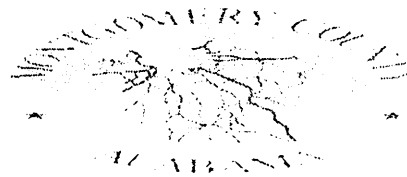
To: Jane Mardis, Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the
approximate amount of \$225.00 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$2,210.00</u>	
Budget Available:	<u>\$22,790.00</u>	
Current Requests:	<u>\$425.00</u>	
Budget Balance:	<u>\$22,365.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/1/2009

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 13 2009

Date: October 7, 2009

To: Donald L. Mims, Administrator

From: Barbara M. Montoya, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: December 16, 2009

Return Date: December 16, 2009

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Records Retention and Destruction Seminar

Traveler (s) Name: 1. Margaret Broekhoven 4. _____
2. Aimee LaChapelle 5. _____
3. Lori Knight 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$597.00

Advance Registration Required: \$597.00

Department Name: Personnel

Fund Name: Merit System

Additional Comments:

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 10/13/09 reimbursement of actual and necessary expenses in the approximate amount of \$597.00 and advance registration of \$597.00 is authorized.

To be completed by the Finance Department

Fund Code: 123-51961-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$0.00

Budget Available: \$15,000.00

Current Requests: \$597.00

Budget Balance: \$14,403.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/7/2009

cc: Finance Director / Buyer

OCT 13 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 48

County Commission
 DEPARTMENT: Appropriations REVIEWED: S. Thomas 9/30/2009
 DATE: 9/30/2009 Finance Director
 REQUESTED BY: Donald Mims, Administrator APPROVED: *D2 Mims* 10/13/09
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Reserve for GASB 45	001-59310-495	600,000	-600,000	0
Transfer to Health Ins Fund	001-62100-005	0	600,000	600,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		600,000	0	600,000

JUSTIFICATION:

To reclassify budgeted item for GASB 45 reserve to transfer out to Employee Health Insurance Fund.

REQUEST NUMBER 13

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Salaries	001-51263-110	256,419	7,860	264,279
Retirement	001-51263-121	31,104	-500	30,604
Health Insurance	001-51263-122	22,940	4	22,944
Life Insurance	001-51263-123	526	45	571
Social Security	001-51263-124	19,614	230	19,844
Workers Compensation	001-51263-125	2,564	80	2,644
Copy Machine Rental	001-51263-223	2,610	2	2,612
Professional Services	001-51263-307	301,936	-7,721	294,215
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		637,713	0	637,713

To Cover Increase In Expenses

OCT 13 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	10/6/09
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
Elected Official/Dept. Head	10/5/2009	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100-561	720,000	(81,053)	638,947
Construction Equipment	111-53199-561	0	26,669	26,669
Motor Vehicles	111-53300-551	0	20,262	20,262
Construction Equipment	111-53300-561	0	26,669	26,669
Other Equipment Purchases	111-53300-591	0	7,453	7,453
Road Building Materials	111-53400-213	110,000	(3,500)	106,500
Repair & Maint. Buildings	111-53400-231	2,500	3,500	6,000
				0
				0
				0
				0
				0
TOTAL		832,500	0	832,500

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 1 - 1/2 Ton pickup truck for District II, 1 - 1 ton crew cab truck for Construction, & 1 - 1 ton crew cab truck for District II utilizing State Contracts & purchase John Deere Gator & Trailer for Dist. II. Transfer to cover cost of new heating A/C unit for District III.

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 3

BUDGET FORM 5
Agenda
OCT 13 2009

DEPARTMENT: Risk Management REVIEWED: S. Thomas 10/7/2009
 REQUESTED BY: Scott Kramer 10/5/09 Finance Director Date
 Elected Official/Dept. Head Date APPROVED: *S2 Mmm* 10/13/09 Date
 Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Employee Benefit Incentive	005-51997-141	252,000	-1,148	250,852
Medical & Dental	005-51997-158	6,617,247	537,358	7,154,605
Contract Svcs. Am. Behavioral	005-51997-182	87,500	-245	87,255
Professional Admin. Services	005-51997-185	577,900	(47,104)	530,796
Electricity	005-51997-244	4,000	(532)	3,468
Natural Gas	005-51997-245	1,000	(169)	831
Water & Sewer	005-51997-246	400	(21)	379
Telephone	005-51997-251	0	(2,467)	(2,467)
Insurance - Excess Loss	005-51997-277	73,000	(15,130)	57,870
Flexible Spending Claims	005-51997-301	260,000	683	260,683
Contract Services	005-51997-304	125,000	(7,698)	117,302
General Fund - Reserves	005-35900-000	0	(553,904)	(553,904)
Interest on Cert. of Deposits	005-47101-400	0	(14,570)	(14,570)
Interest of Checking	005-47103-400	(13,547)	12,808	(739)
Employees Insur Premiums	005-47810-400	(1,179,000)	(3,917)	(1,182,917)
County Insurance Contrib.	005-47850-400	(6,200,000)	109,392	(6,090,608)
Employee Flex. Spending Con.	005-47860-400	(260,000)	6,640	(253,360)
Misc. Refunds/Reimb.	005-47908-400	(119,000)	(19,976)	(138,976)
TOTAL		226,500	0	226,500

JUSTIFICATION:

To cover additional cost for medical and dental claims due to increased headcount and record change in revenues.

OCT 13 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 4

DEPARTMENT:	Risk Management	REVIEWED:	S. Thomas	10/7/2009
		Finance Director		Date
REQUESTED BY:	Scott Kramer	APPROVED:	<i>D2M</i>	10/13/09
Elected Official/Dept. Head		Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Probate - Legal Services	007-51300-305	3,000	7,093	10,093
Revenue - Legal Services	007-51500-305	10,000	27,360	37,360
General Liability Claims	007-51999-274	10,000	1,392	11,392
Sheriff - Legal Services	007-52110-305	16,000	14,731	30,731
Youth - Legal Services	007-52602-305	30,000	26,422	56,422
Engineering - Legal Services	007-53600-305	25,000	6,865	31,865
County Comm.- Legal Services	007-51100-305	120,000	(83,863)	36,137
				0
				0
				0
				0
				0
TOTAL		214,000	0	214,000

JUSTIFICATION:

To cover additional payments for general liability claims.

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, October 26, 2009, at 8:00 in the morning.



Deputy Administrator



Chairman