

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

APRIL 20, 2015

AGENDA

INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Mayor Todd Strange and Chief Information and Technology Officer Lou Ialacci
Attorney Clinton Graves with Gilpin Givhan, PC
Chief Probate Clerk William Flowers
Director Aylia McKee with the Public Defender's Office and Patrick Addison with PH&J
Architects, Inc.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Harris

Pledge of Allegiance Led By Commissioner Walker

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 6, 2015

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. **Consider Agreement with Chambless King Architects regarding Renovations for the Probate and Revenue Commissioner South Office, County Commission**
2. **Consider Amendment Number 3 to Contract with Topco Pest Control Services for County Buildings (Contract #51100-13B-024), County Commission**
3. **Consider Amendment Number 1 to Contract with Automatic Food Service, Inc., for Servicing of Vending Machines (Contract #51988-13B-033), County Commission**
4. **Consider Amendment Number 1 to Contract with The Bridge, Inc., for the Davis Treatment Program, Youth Facility**
5. **Consider Revised Memorandum of Understanding with the Administrative Office of Courts for Reimbursement of Salary paid to a Court Referee for the 15th Judicial Circuit for the period beginning March 16, 2015 and ending September 30, 2015, Youth Facility**
6. **Consider Authorization to Relocate the Historical Marker, which Recognizes the Creation of Montgomery County in 1816, from Washington Street to the Courthouse on South Lawrence Street, County Commission**
7. **Consider Miscellaneous Appropriations Reprogramming Requests, County Commission**
8. **Consider Bid Award for SAN Backup Storage Appliance Expansion, Bid No. 51965-15B-015, Information Systems**
9. **Consider Budget Change Request Number 25 for \$8,000; \$5,000 to Alabama Shakespeare Festival for the Beyond Glory Program and \$3,000 to Alabama State University for the Small Business Development Center, County Commission Appropriations**
10. **Consider Budget Change Request Number 26 for \$42,500 to Montgomery Area Chamber of Commerce for Tourism Development Regarding the 2015 Buckmasters Expo, County Commission Appropriations**
11. **Consider Budget Change Request Number 27 for \$50,000 to Montgomery Area Chamber of Commerce to Provide Funding for Maintaining Garrett Coliseum for Agricultural and Tourism Development in Montgomery County, County Commission Appropriations**
12. **Consider Position Fill Request for Payroll and Benefits Manager, Position Number 210113001, Finance Department**

13. Consider Position Fill Request for IT Technician, Position Number 220271004, Information Systems
14. Consider Position Fill Request for Clerk Typist II, Position Number 146, Sheriff's Office
15. Consider Position Fill Requests – Detention Facility (2)
 1. Corrections Officer Trainee/Corrections Officer, Position Number 216
 2. Stores Clerk I, Position Number 193
16. Consider Position Fill Requests – Youth Facility (2)
 1. Juvenile Probation Officer I, Position Number 900304026
 2. Juvenile Detention Compliance Officer, Position Number 900303001
17. Consider Travel/Training Requests (12)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission
Artistic Director Kitty Seale and Director of Development Brenda Dennis with the Alabama Dance Theatre

Reports from Staff:

Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

APRIL 20, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MAY 4, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MAY 18, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

MAY 25, 2015

County Holiday (Memorial Day)

JUNE 1, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

JUNE 15, 2015

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, an
Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk II – Board of Registrars
Fill action continues for 2 Appraiser II – Appraisal Department
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Legal Support Assistant – District Attorney's Office
Fill action continues for 1 Secretary – District Attorney's Office
Fill action continues for 1 Investigator I – District Attorney's Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 33 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Detention Facility Accounts Manager – Detention Facility
Fill action continues for 3 Clerk II – Detention Facility
Fill action continues for 1 Corrections Officer Corporal – Detention Facility
Fill action continues for 1 CREO 1 – Engineering Department
Fill action continues for 1 Clerk Typist II – Personnel Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 1 Assistant Tag & License Supervisors – Probate Judge's Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge's Office
Fill action continues for 1 Tag and License Supervisor – Probate Judge's Office
Fill action continues for 1 County Archivist – Probate Judge's Office
Fill action continues for 1 Grant Manager – Sheriff's Office
Fill action continues for 1 Clerk III – Sheriff's Office
Fill action continues for 2 Court Security Officer – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Sheriff's Office
Fill action continues for 8 Deputy Sheriff's (Part-Time) – Sheriff's Office
Fill action continues for 1 Deputy Sheriff / Deputy Sheriff Trainee – Sheriff's Office
Fill action continues for 1 Clerk Typist II – Tax & Audit Department
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 2 Juvenile Probation Officer I – Youth Facility
Fill action continues for 4 Juvenile Detention Officer – Youth Facility
Fill action continues for 4 Juvenile Detention Officer's (Part-Time) – Youth Facility

April 20, 2015

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-03-15

Check Number	To	Check Number
252046		252083
Total Checks Paid		\$255,090.93

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

AGENDA

APR 20 2015

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-03-15

Check Number	To	Check Number
252084		252160
Total Checks Paid		\$184,863.73

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

AGENDA

APR 20 2015

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-10-15

Check Number	To	Check Number
252161		252217
Total Checks Paid		\$131,815.10

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

AGENDA

APR 20 2015

04-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-10-15

Check Number	To	Check Number
252218		252304
Total Checks Paid		\$180,308.04

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
04/17/15

Payroll Check Number	122572	To	Payroll Check Number	122642	\$ 50,953.09
Direct Deposits					\$ 811,695.64
Payroll Check Number	122643	To	Payroll Check Number	122671	\$ 248,974.44
Direct Deposits					\$ 356,944.46
Federal Deposits					\$ 309,221.62
Total Payroll Paid					\$ 1,777,789.25

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

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
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DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
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AGENDA

APR 20 2015

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with Chambless King Architects regarding Renovations to Probate and Revenue Commissioner South Office

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place on the next agenda an Architectural Services Agreement with Chambless King Architects for renovations of the Probate and Revenue Commissioner South Office located at 3425 McGehee Road.

The compensation to the architect is based upon the Alabama Building Commission Fee Schedule for Renovation, which is 9.25%. The estimated cost of work is \$838,420, which results in a fee of \$77,553. Also, included in the Agreement is a reimbursement of \$5,000 for evaluating four prior site options, including Gay Meadows Shopping Center, New Construction on Highway 231, AmSouth Bank on McGehee Road and Towne Center Shopping Center.

I am requesting that the Commission approve this Agreement.

DLM/tn

Attachment

**AIA®****Document B104™ – 2007****Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope**

AGREEMENT made as of the 9th day of March in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
 101 South Lawrence Street
 Montgomery, AL 36104
 334.832.1204

and the Architect:
(Name, legal status, address and other information)

Chambless King Architects
 12 West Jefferson Street, Suite 300
 Montgomery, AL 36104
 334.272.0029

for the following Project:
(Name, location and detailed description)

Probate and Revenue Commission Office South – Renovations to the existing 'Pier One' building on McGehee Road.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The site is the original 'Pier One' building located on McGehee Road across from Montgomery Mall. Scope of work will include all interior renovation required to create a functional Probate and Revenue Commission Office (See Attachment 'A'). Scope will also include required upgrades to mechanical and electrical systems, as well as building shell and general site improvements.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

Init.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 Cost Estimate shall be by Architect's Cost Estimation. See additional services.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

Init.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.1.4 The Architect shall make TWO (2) VISITS PER MONTH for the duration of construction, but no less than eight (8) site visits.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

| See Attachment 'C' – List of Services

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

| § 4.2.1 The Architect has included in Basic Services eight (8) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount , if required. See also Attachment 'C'.

Init.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within Twenty Four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared

Init.

by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

Init.

Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

(Paragraphs deleted)

ARTICLE 8 DISPUTE RESOLUTION (See attached Addendum Page)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation will be based upon the standard State of Alabama Building Commission Rates for renovation plus additional services as identified. The not to exceed fee shall be \$ 77,553.

Estimated cost of work per Attachment 'E' - \$838,420

Alabama Building Commission Fee for Renovation - $7.4\% \times 1.25\% = 9.25\%$

Not to Exceed Fixed Fee for Basic Services - $\$838,420 \times 9.25\% = \$77,553$

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Evaluation of all tentative locations and cost - \$5,000.00

- Evaluate 4 prior site options, including Gay Meadows Shopping Center, New Construction on Highway 231, AmSouth Bank on McGehee Road and Towne Center Shopping Center.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly per attached rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

Init.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	Forty	percent (	40	%)
Construction Documents Phase	Forty	percent (	40	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.8 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Attachment 'D' – Rate Schedule

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred. The cap for reimbursable expenses shall be \$5,000.00. Contract document printing shall be by the Contractor. All construction or agency review fees and permits, advertising, or other fees shall be paid by the Owner or General Contractor.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

Init.

the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Five Thousand Dollars (\$ 5,000.00), for prior investigation service as noted in Attachment 'C' shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account on the initial invoice for services rendered.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

per annum %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

The Architect shall provide one (1) set of biddable documents. The Owner shall bid any item not considered a part of the Contractor's Scope of Work separately. If the Architect is required to prepare and manage more than one (1) Contract Document Bid Package, this effort will be considered an Additional Service and a revised fee estimate will be submitted for Owner approval.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

Attachment 'A' – Preliminary Floor Plan Option
Attachment 'B' – Consultants
Attachment 'C' – List of Services
Attachment 'D' – Rate Schedule
Attachment 'E' – Preliminary Project Budget

init.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

| Elton N. Dean, Sr. Chairman

(Printed name and title)

(Signature)

John Chambless Principal

(Printed name and title)

Init.

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User Notes: (843890125)

12

1-13

ADDENDUM

DISPUTE RESOLUTION

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

**MONTGOMERY, AL
PROBATE OFFICE SOUTH Pier 1 Site Option**

SCHEMATIC FLOOR PLAN

TOTAL SF: 8,640 SF

LEGEND

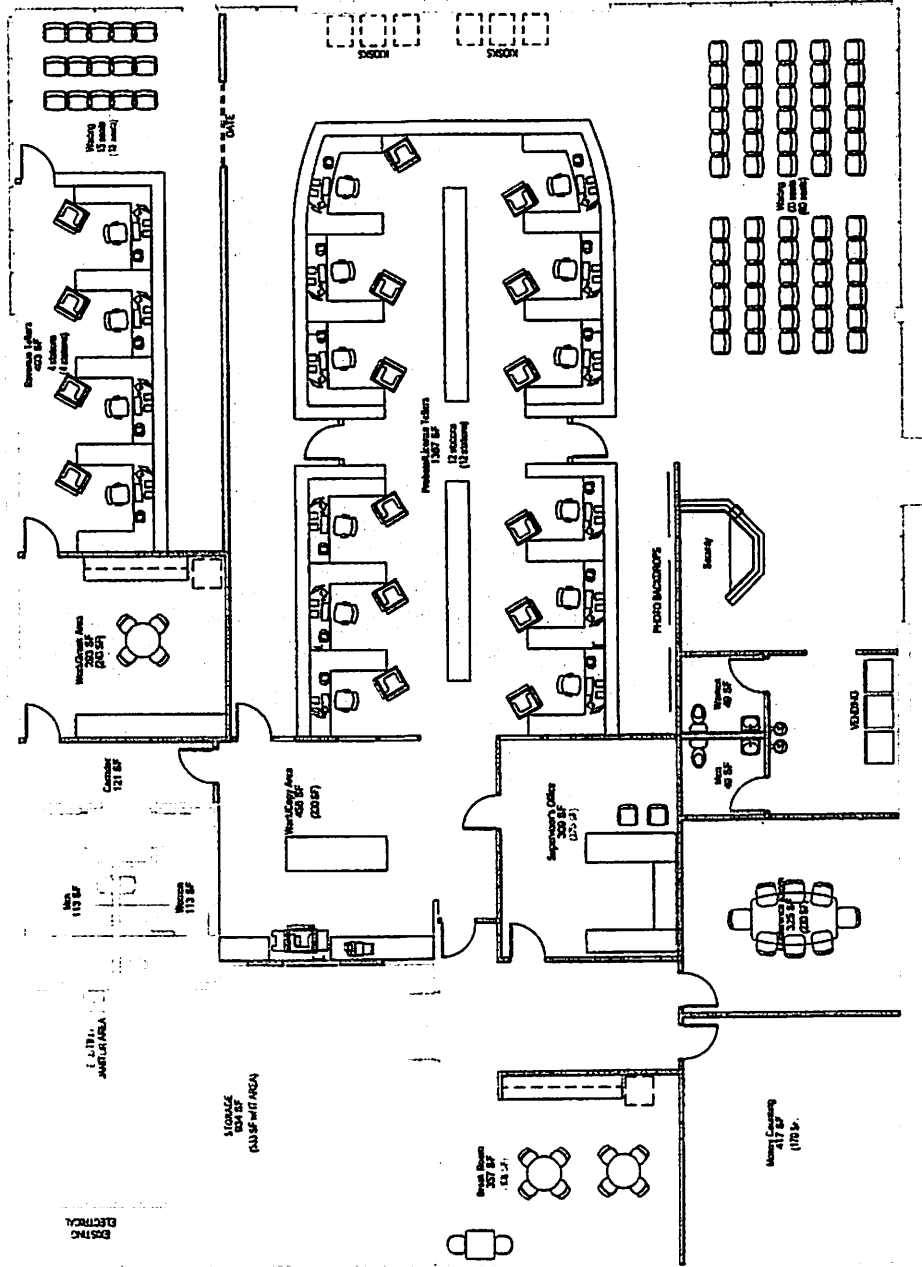
Existing patterns

(continued next)

Part 1: Personal Information

10-1 Private Land Acquisition

10-1 Private Land Acquisition



02

CHAMBLESS | KINIG

12 West Jefferson St., Suite 202 / Montgomery, AL 36104
 204.772.0023 www.charlesbanking.com

MONTGOMERY, AL
PROBATE OFFICE SOUTH Pier 1 Site Option

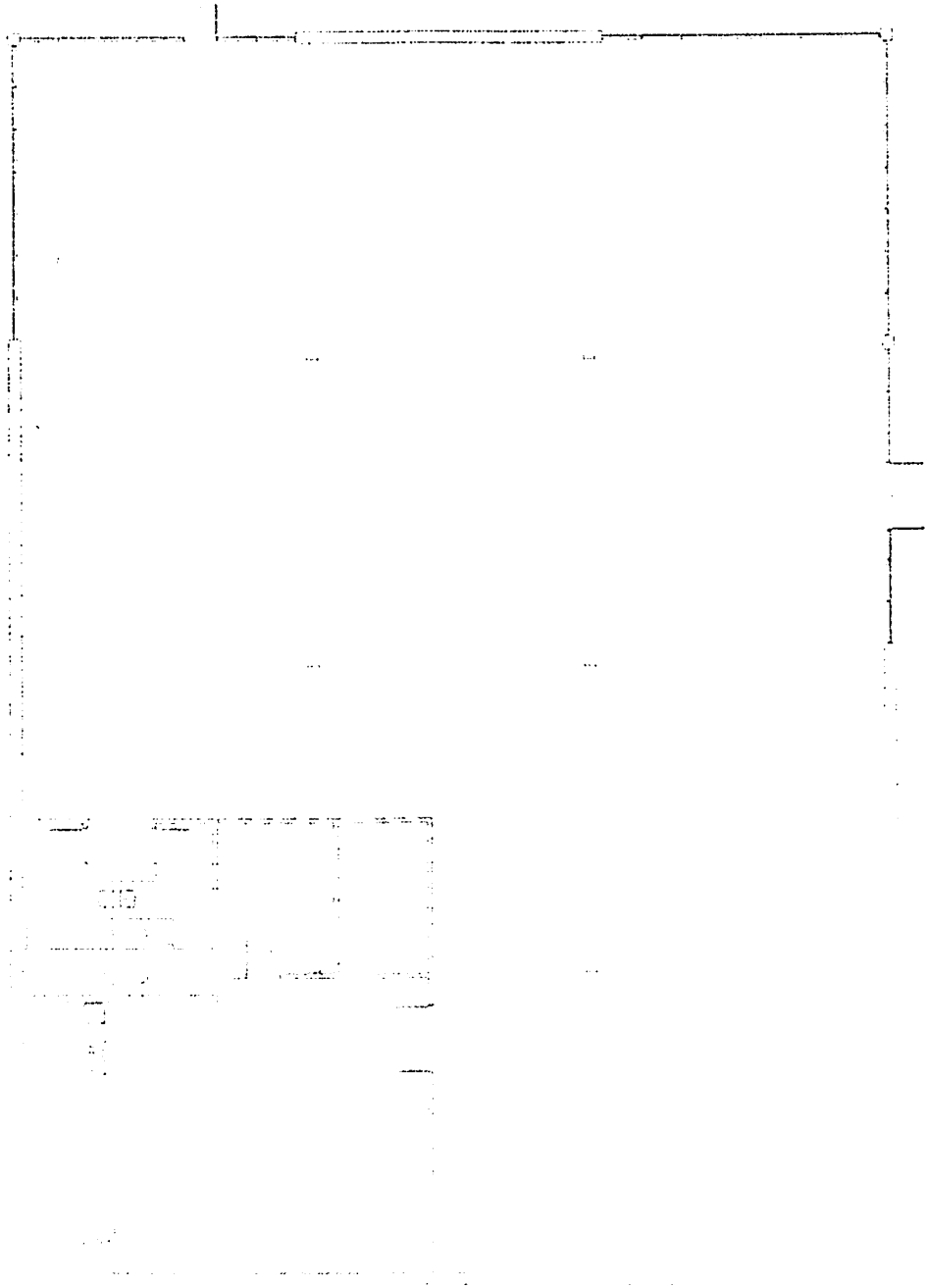
EXISTING / DEMOLITION

TOTAL SF: 8,640 SF

LEGEND

Existing footings

Footings to be demolished



01

CHAMBLESS | KING

13 West Jefferson St., Suite 300 / Montgomery, AL 36104
334-572-0028 www.chamblessking.com



Google earth

feet
meters



Probate Office South
Montgomery, Alabama

CONSULTANTS

Interior Design

Chambless King Architects
12 W. Jefferson Street, Suite 300
Montgomery, AL 36104
334.272.0029

Furniture & Equipment Selection – by County

HVAC & Plumbing Engineer

Zgouvas Eiring & Associates
800 S. McDonough Street, Suite 200
Montgomery, AL 36104
334.263.4406

Electrical Engineer

TBD

Structural Engineer

TBD

Montgomery County Probate South Offices and
New Revenue Commission Office

Attachment 'C'

List of Services

Basic Services Consulting:	By Design Team	By Owner	Notes
Architecture	Yes		In coordination with Owner's Preferred Vendor, State Contract Acquisition
Interior Design	Yes		
Structural	Yes		Fire Protection by Building Owner
HVAC and Plumbing	Yes		
Fire Protection		Yes	
Specialty Consulting Services	By Design Team	By Owner	Notes
Site Design	Yes		Recommend H/C Parking Repairs and Landscaping, as needed
Food Service	N/A		
Video		Yes	If required, by Owner's Vendor
Distributed TV System			
Exterior Signage System		Yes	Signage Anticapped on Façade, Owner to assist with Vendor
Acoustic Vibration and Noise Control	N/A		
Security Systems			
Video Surveillance System		Yes	By Owner's Vendor
Access Control	Yes		With assistance from Owner's Vendor
Low Voltage (Tel/Data/POS) Cabling Systems		Yes	If required, by Owner's Vendor
Sound System	N/A		
Signage/Graphics	Yes		By Interior Design
Specialty Lighting	Yes		By Interior Design
Traffic Consultant	N/A		
Cost Estimating	N/A		
Owner Furnished Consulting Services	By Design Team	Owner Provided	Notes
Environmental Assessment/Report		Yes	If needed, Report from Building Owner
Geo-Technical Engineering	N/A		
Survey	N/A		
Special Inspections	N/A		
Other Scope Items	By Design Team	Owner Provided	Notes
Reimbursables	Yes		As incurred per contract

Additional Services

Attachment 'C' (cont)

1. Provide evaluation of multiple site and renovation options including:

- a. New construction site on Highway 231.
- b. Renovations to McGehee Road Shopping Center.
- c. Acquisition / Renovations to the vacant AmSouth Bank on McGehee Road.
- d. Renovations to Towne Center Shopping Center.

Total Fee for Investigative Services \$5,000.00

Exhibit 'D'**Chambless King Architects****Rates/Fees
Jan-14****RATE SCHEDULE: COST-PLUS FEE AND/OR ADD'L SERVICES OF ARCHITECT****ADDITIONAL SERVICES OF THE ARCHITECT**

Principal	\$175.00	per hour
Project Manager	\$125.00	per hour
Project Designer	\$95.00	per hour
Interior Designer	\$85.00	per hour
Design Staff	\$75.00	per hour
Clerical	\$45.00	per hour
Construction Administration	\$85.00	per hour

ADDITIONAL SERVICES OF THE CONSULTANT

Owner will be billed at a multiple of 1.5 times the amount billed the Architect for such services.

REIMBURSABLE EXPENSES

NOTE: There will be a 10% handling charge on all reimbursable expenses, unless otherwise specified in the contract.

Telephone/Fax		actual cost
Meals, Room, Commercial Air, Auto Rental/Taxi		actual cost
Travel Expense	.55/mile	per mile
<u>Printing & Handling</u>		
B/W Copies	8-1/2x11	\$0.10 per sheet
	11x17	\$0.50 per sheet
	24x36	\$0.75 per sheet
	30x42	\$1.00 per sheet
<u>Color Large Format</u>		
Line Work		\$2.75 per sq. ft.
Graphics		\$6.50 per sq. ft.
<u>Mounting</u>		
24x36		\$16.50 per sheet
30x42		\$24.75 per sheet
<u>Laminating</u>		
24x36		\$16.50 per sheet
30x24		\$24.75 per sheet
<u>Photo Gloss Paper</u>		\$10.00 per sq. ft.
<u>Color Copies</u>	8-1/2x11	\$0.60 per sheet
	11x17	\$1.00 per sheet
<u>Binding</u>		
8-1/2x11 Specifications		\$2.00 per set
Large Format Screws		\$5.00 per set
Large Format Staples		\$2.00 per set
<u>Disk</u>		\$15.00 per disk

INTERIOR DESIGN

Presentation Board	\$300.00	each
Rendering		actual cost plus 10%

Cost Analysis - Proposed Pier One Building- Design and Construction Budgets

Attachment 'E'

Preliminary Analysis - Updated, December 10, 2014

Concept Estimate - Range of Magnitude				
Item	Description	Unit Cost/SF	SF	TOTAL
General Tenant Build Out	Build Out per Plans	\$70.00	8,640	\$604,800.00
Exterior Improvements				
Shell	Replace rotted wood, encapsulate with hardi-plank, re-seal glazing, etc.		allow	\$75,000.00
Site	Landscaping, Signage and Parking Lot Imp.			\$50,000.00
IT / Cabling	Security, telecommunications, et al	\$3.75	8,640	\$32,400.00
	Sub-Total			\$762,200.00
	Contingency at 10%			\$76,220.00
	Sub-Total			\$838,420.00
Architect, Engineering, Testing, et al. = 10%	All consulting, including environmental, survey, existing conditions, etc.			\$83,842.00
	TOTAL			\$922,262.00
Total Recommended Budget:				\$922,262.00
Average Development Cost per SF				\$106.74

Estimate does not include: Building Acquisition Costs, Furniture, Fixtures, Window Treatments

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *mt*
Date: April 1, 2015
Re: Contact 51100-13B-024
Pest Control Services for County Buildings

Request the attached Amendment No. 3 to provide pest control services for Flatwood Recreation Center at 360 Williams Dr., Montgomery, AL 36110 to be considered for approval on a future agenda.

This amendment will allow the contract with Topco Pest Control to provide pest control services at the Flatwood Recreation Center on a monthly basis at \$45.00 per month.

Flatwood Recreation Center was not part of the original bid; however, per the Invitation to Bid, Montgomery County Commission reserves the right to add other locations, within the county, as needed, during the period of the contract.

Topco Pest Control Services contract will expire August 31, 2015 with the option to renew for one year; a price increase is allowable but shall not exceed 5%.

Amendment has been coordinated with James Williams, Director of Parks and Recreation.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

**Amendment
To
Contract # 51100-13B-024**

Amendment No. 3

Contract for pest control services for Montgomery County, to be provided at Flatwood Recreation Center, 360 Williams Drive, Montgomery, AL 36110 is hereby amended as follows:

The following building will be added to the contract, Flatwood Recreation Center. Pest control services will be provided on a monthly basis at \$45.00 per month, which should be billed to Montgomery County Commission, Recreation Department, and P.O. Box 1667, Montgomery, Alabama 36102-1667.

All other provisions of the contract will remain the same.

WITNESS:

TOPCO PEST CONTROL SERVICES

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

TOPCO PEST CONTROL, INC.

1577 EAST ANN STREET
MONTGOMERY, ALABAMA 36107

Telephone 334-263-1070
Fax 334-263-1077

email: topcops@bellsouth.net

DATE: 3/11/2015

SPECIAL ORDER/APPROVAL

CUSTOMER Montgomery County Commission
100 S. Lawrence, Montgomery
Attention: Tammy Turner / James Williams
LOCATION FLATWOOD CENTER
300 William Dr., Montgomery
PEST PROBLEM General pests in the main building
and all other rooms including the kitchen
and around the building
TREATMENT NEEDED Needs service for control of various
pests such as roaches, ants, spiders, rodents etc
on a monthly basis. There will be 30-day guarantee
COST ESTIMATE with this service - \$45⁰⁰/month
(one time treatment)
Please add this facility to the list
TREATMENT DATE Will be set on receipt of purchase order

APPROVED BY:

DATE

SIGNATURES

TITLE

ms Turner. This facility can be added to the existing list of buildings that we service monthly. Please let me know if you decide to do that. Thanks.

R. S. SAINI
MANAGER

Pest Controls Services for Montgomery County Buildings

1.	COURTHOUSE			
	251 SOUTH LAWRENCE STREET	QUARTERLY	\$ <u>63.00</u>	\$ <u>252.00</u>
	(104,550 S.F.)		Qtr.	Year
2.	ANNEX I, 100 SOUTH LAWRENCE ST.	MONTHLY	\$ <u>52.50</u>	\$ <u>630.00</u>
	(132,892 S.F.)		Month	Year
3.	ANNEX II, 125 WASHINGTON AVE.	QUARTERLY	\$ <u>42.00</u>	\$ <u>168.00</u>
	(23,400 S.F.)		Qtr.	Year
4.	ANNEX III, 101 S. LAWRENCE STREET	MONTHLY	\$ <u>52.50</u>	\$ <u>630.00</u>
	(73,972 S.F.)		Month	Year
5.	CARNEGIE BUILDING,			
	131 S. PERRY STREET	QUARTERLY	\$ <u>42.00</u>	\$ <u>168.00</u>
	(13,675 S.F.)		Qtr.	Year
6.	GREIL BUILDING, 305 S. LAWRENCE ST.	QUARTERLY	\$ <u>42.00</u>	\$ <u>168.00</u>
	(9,488 S.F.)		Qtr.	Year
7.	YOUTH FACILITY: 1111 AIRBASE BLVD.	MONTHLY	\$ <u>94.50</u>	\$ <u>1,134.00</u>
	(54,930 S.F.)		Month	Year
8.	YOUTH FACILITY: 5 MOBILE HOME UNITS			
	LOCATED BEHIND YOUTH FACILITY BLDG.	MONTHLY	\$ <u>52.50</u>	\$ <u>630.00</u>
	(7,200 S.F.)		Month	Year
9.	KITCHEN AT CAMP DAVIS BEHIND			
	THE YOUTH FACILITY (2,600 S.F.)	MONTHLY	\$ <u>21.00</u>	\$ <u>252.00</u>
			Month	Year
10.	ENGINEERING DEPT.; SIGN SHOP; 1800			
	TERMINAL ROAD (6880 S.F.)	MONTHLY	\$ <u>31.50</u>	\$ <u>378.00</u>
			Month	Year
11.	DISTRICT I, 1800 TERMINAL ROAD	MONTHLY	\$ <u>31.50</u>	\$ <u>378.00</u>
	(6152 S.F.)		Month	Year
12.	DISTRICT II, MERIWETHER RD., PIKE RD. MONTHLY		\$ <u>31.50</u>	\$ <u>378.00</u>
	(256 S.F.)		Month	Year

13.	DISTRICT III, HICKORY GROVE RD.,RAMER (7800 S.F.)	QUARTERLY	\$ <u>73.50</u> Qtr.	\$ <u>294.00</u> Year
14.	COUNTY SHOP, 1852 TERMINAL RD. (11,500 S.F.)	QUARTERLY	\$ <u>31.50</u> Qtr.	\$ <u>126.00</u> Year
15.	PROBATE, 5449 ATLANTA HWY. (6,800 S.F.)	MONTHLY	\$ <u>31.50</u> Month	\$ <u>378.50</u> Year
16.	PROBATE, 3032 WOODLEY ROAD (2,769 S.F.)	MONTHLY	\$ <u>31.50</u> Month	\$ <u>378.50</u> Year
17.	PROBATE/REVENUE BUILDING WEST-3075 MOBILE HWY. (9,076 S.F.)	MONTHLY	\$ <u>42.00</u> Month	\$ <u>504.00</u> Year
18.	REVENUE, 5447 ATLANTA HWY. (1,400 S.F.)	MONTHLY	\$ <u>21.00</u> Month	\$ <u>252.00</u> Year
19.	SHERIFF WAREHOUSE: 1050 DAY STREET ROAD (12,828 S.F.)	MONTHLY	\$ <u>42.00</u> Month	\$ <u>504.00</u> Year
20.	SHERIFF, FIRING RANGE JANET WARNER ROAD (1,875 sf); Training Facility-5,076 S.F.; Shooting House-2,000 S.F.; FAT's House – 736 S.F.; Storage Shed-240 S.F. TOTAL – 9,927 S.F.	QUARTERLY	\$ <u>36.75</u> Qtr.	\$ <u>147.00</u> Year
21.	SHERIFF'S OFFICE; SUB-STATION; RAMER, AL. - (1,066 S.F.)	QUARTERLY	\$ <u>31.50</u> Qtr.	\$ <u>126.00</u> Year
22.	PRESTWOOD BUILDING 350 ADAMS AVE. (9,776 S.F.)	MONTHLY	\$ <u>31.50</u> Month	\$ <u>378.00</u> Year
23.	COMMUNITY CORRECTIONS (EPSY BLDG.) 301 SOUTH MCDONOUGH STREET Front Bldg. – 5,152 S.F. Back Bldg. – 1,482 S.F.	MONTHLY	\$ <u>42.00</u> Month	\$ <u>504.00</u> Year

24.	CARE HERE HEALTH CLINIC			
	300S. HULL STREET	MONTHLY	\$ <u>31.50</u>	\$ <u>378.00</u>
	(2,552 S.F.)		Month	Year
25.	ANNEX IV – FAMILY JUSTICE CENTER			
	530 S. LAWRENCE STREET	MONTHLY	\$ <u>42.00</u>	\$ <u>504.00</u>
	(9,234 S.F.)		Month	Year
26.	BUILDING – 514 HERRON STREET	MONTHLY	\$ <u>21.00</u>	\$ <u>252.00</u>
	(1,200 S.F.)		Month	Year
TOTAL PRICE FOR THE YEAR – PART I				\$ <u>9,891.00</u>
PART II				
27.	DETENTION FACILITY- NEW -	MONTHLY	\$ <u>126.00</u>	\$ <u>1,512.00</u>
	(169,768 S.F.)		Month	Year
28.	DETENTION FACILITY, 250 S.			
	MCDONOUGH STREET	MONTHLY	\$ <u>630.00</u>	\$ <u>7,560.00</u>
	INCLUDES KITCHEN (91,008 S.F.)		Month	Year
TOTAL PRICE FOR THE YEAR – PART II				\$ <u>9,072.00</u>

APR 20 2015

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager *MLS*
Date: March 20, 2015
Re: Contact 51988-13B-033
Servicing of Vending Machines

Request the attached Amendment to be considered for approval on a future agenda.

This will allow for the contract with Automatic Food Services to be extended for one (1) year, beginning May 01, 2015 and ending on April 30, 2016.

Automatic Food Service would like to increase three (3) categories of products: chips from \$1.00 to \$1.05, candy bars from \$1.00 to \$1.05 and pastries from \$1.00 to \$1.05 all other categories of products are to remain the same. Pricing will increase by 5% in accordance with the terms of the contract.

Attachment

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51988-13B-033

Amendment No. 1

Contract for servicing of vending machines, is hereby extended for one (1) year beginning May 1, 2015 and ending April 30, 2016.

Three (3) categories of products will increase: chips from \$1.00 to \$1.05, candy bars from \$1.00 to \$1.05 and pastries from \$1.00 to \$1.05 all other categories of products are to remain the same. Prices will increase on three categories of products by 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

AUTOMATIC FOOD SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGREEMENT

THIS AGREEMENT made this May 1, 2014, by and between the Montgomery County Commission and AFS CANTEEN.

WINESSETH:

In consideration of the mutual promises of each to the other, Montgomery County hereby grants permission to AFS CANTEEN, to exclusively, place vending machines in County buildings upon the following terms and conditions:

1. SERVICE CONDITIONS:

- (A). AFS CANTEEN will install, maintain and service all vending machines in the spaces allotted to it; and at time of contract implementation will furnish automatic vending equipment that is the latest production model.
- (B). AFS CANTEEN will furnish all the materials, management and labor necessary for the purpose of efficient operation of said vending machines.
- (C). AFS CANTEEN will operate and maintain said vending machines in a clean and healthy condition in accordance with all laws, ordinances, regulations and rules of federal, state and local authorities;
- (D). Montgomery County agrees to provide all necessary utilities to a point within five feet (5') of each piece of vending equipment.
- (E). AFS CANTEEN shall provide trained personnel to properly service the vending equipment and comply with all rules and regulations of Montgomery County and not interfere with the ordinary operations thereof. It is understood and agreed that AFS CANTEEN is an independent contractor and not an employee of Montgomery County and that the employees of AFS CANTEEN are not the employees of Montgomery County. AFS CANTEEN agrees to pay all taxes and contributions required by law for social security, unemployment, or any other law or act relating to its employees.
- (F). AFS Canteen will respond to all calls for service and supplying machines within 24 hours after receipt of call. All drinks and food products will be fresh and expiration date will be no more than 10 days from date of stocking machine. Machines will be serviced every 10 days, unless it is determined that the equipment needs to be serviced more frequently.
- (G). Nutritional Standards: Between 25-100% of the snacks in the vending machines are to meet the 10-10-5 nutrition standards outlined below:
- 10% or less of the Daily Value (DV) of total fat (nuts are exceptions)
 - 10% or less of the Daily Value (DV) of total carbohydrate (fruits are exceptions)
 - 5% or more of the Daily Value (DV) of at least one of the following nutrients: fiber, Vitamin A, Vitamin C, calcium,
 - 360 mg or less of sodium.

Preferred beverages include pure water, non-carbonated flavored and vitamin enhanced water (without artificial flavorings), 100% fruit and/or vegetable juice (without artificial sweeteners) and diet soda.

2. FINANCIAL TERMS:

Selling prices shall remain firm for the first year as follows:

Category of Products**Sale Price**

1. Soft Drinks, 20oz.	<u>\$1.50</u>
2. Bottled Water, 20oz.	<u>\$1.25</u>
3. Soft Drinks Can 12 oz.	<u>\$1.00</u>
4. Chips	<u>\$1.00</u>
5. Crackers	<u>\$.65</u>
6. Candy Bars	<u>\$1.00</u>
7. Pastry	<u>\$1.00</u>
8. Gum	<u>\$.65</u>
9. Headache Powders	<u>\$.65</u>

A price increase on each category of product may be allowed after the first year but shall not exceed 5% per year. All pricing of products will be determined by the County Administrator. AFS Canteen will pay a 16% commission based upon the pre-tax sales.

3. INSURANCE

(A). AFS CANTEEN shall identify and hold Montgomery County harmless against any and all loss, damage and expense for any injury to person or property arising out of or in connection with the operating of said vending machines and the sale of products there from; and for any loss or penalty resulting from the vendor's violation of any law or ordinance;

(B). AFS CANTEEN shall maintain at its cost, workmen's compensation, (or employer's liability) insurance and commercial general liability insurance, including property damage, products and completed operations liability with companies acceptable to Montgomery County and with the following limits:

General Aggregate Limit	\$ 600,000.00
Products & Completed Operations	600,000.00
Personal Injury	300,000.00
Each Occurrence Limit	300,000.00
Umbrella Coverage	5,000,000.00
Worker's Compensation	1,000,000.00

AFS CANTEEN shall furnish Montgomery County with certificate of insurance as evidence of coverage.

4. TERMS:

The term of this agreement shall be one (1) year, with the option to renew for two (2) years, for the installation, operation, supplying and serving of vending machines for County buildings located throughout the County.

5. TERMINATION:

Montgomery County and AFS Canteen reserves the right to cancel this agreement without penalty and with 30 days prior written notice.

6. LICENSES, PERMITS AND TAXES:

AFS CANTEEN will obtain and pay for all federal, state and local licenses and permits required for the vending service, as well as collect and pay all federal, state and local sales, use and excise taxes attributable to the vending service.

7. DISPUTE RESOLUTION

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

8. NOTICE

Notices required to be provided under this agreement shall be in writing and must be mailed first class certified mail to: Dod Hamre, AFS CANTEEN 3013 Hayneville Road Montgomery Alabama 36108 and for the County. Donald L. Mims, County Administrator, P.O. Box 1667, Montgomery, Alabama,, 36102-1667.

AFS CANTEEN

By: Kan Miller
Kan Miller

Montgomery County Commission

By: Elton N. Hearn, Sr.

Title: Chairman

APR 20 2015

Memo

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator *BAH*
Date: April 8, 2015
Re: The Bridge, Inc. Contract – Amendment No. 1

I am requesting that The Bridge, Inc. Contract – Amendment No. 1 be placed on the formal agenda of the April 20, 2015 County Commission meeting. This contract with The Bridge, Inc., extends the time of the contract to coincide with grant approval from DYS. This is necessary in order to continue the operation of The Davis Treatment Program without interruption.

Thank you for your consideration in this matter.

**AGREEMENT
BETWEEN
MONTGOMERY COUNTY COMMISSION
AND
THE BRIDGE, INC.**

Contract No. 52601-12P-017

All specifications and provisions of the contract shall remain the same.

By: _____
Tim Naugher, Executive Director Date _____

By: _____
Elton N. Dean, Sr., Chairman Date _____

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1: Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day treatment program, the Weekend Adolescent Intensive Treatment program, and a program for Truancy Elimination. The daily program capacity is 35 male and female youths. The Company agrees to operate the program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-12P-017.

Section 2: Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation of the program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company at its sole cost and expense, shall provide for the comprehensive liability coverage and workmen's compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics The program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8 Program Records The Company will maintain program records of all significant activities related to the operation of the program. These records will be available for review by the Contracting Authority.

Section 9 Compliance The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10 Physical Examination The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the program.

Section 11. Term The Term of this Agreement shall commence on May 1, 2014 and shall run through April 30, 2015, with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one year renewal period. The company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 12 herein.

Section 12. Compensation for Services The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement for the period commencing on May 1, 2014 and ending April 30, 2015, the sum of \$450,000.00 Dollars, payable in monthly installments of \$37,500.00.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 13. Billing for Services The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-12P-017. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 14. Unusual Occurrences and Incidents The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 15. Breach, Notice, and Cure In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 16. Prohibition of Assignment The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 17. Hold Harmless The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 18. Notice If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:
Bruce R. Howell, Administrator
Montgomery County Family Court
P.O. Box 9219-1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:
Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904

Section 19. Resolution of Disputes 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 and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between Montgomery County Commission and The Bridge, Inc.

Section 20. Complete Agreement; Amendments and Waivers This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

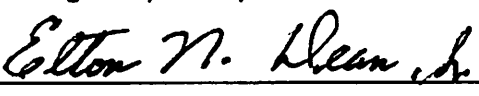
By:  _____

Date: 5/29/14

Tim Naugher, Executive Director

ATTEST:

The Montgomery County Commission

By:  _____

Date: 5/5/14

APR 20 2015

Memo

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator 
Date: April 7, 2015
Re: MOU – Referee Vicky Toles

I am requesting that the County Commission execute the revised Memorandum of Understanding for Montgomery County Youth Facility Referee Vicky Toles at the April 20th formal session. The funding for Referee Toles will be paid entirely through state funding and reimbursed by invoice at the end of each quarter in FY 2015 to the Administrative Office of Courts for all salary and fringe benefits.

Thank you for your consideration in this matter.



MEMORANDUM OF UNDERSTANDING

Between the Administrative Office of Courts and The Montgomery County Commission

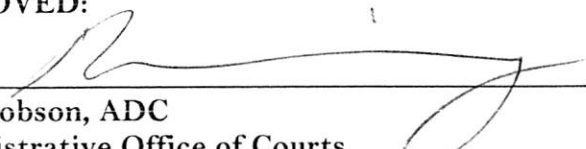
I. This Memorandum of Understanding ("MOU") is hereby entered into by and between the State of Alabama (hereinafter referred to as the "State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and the Montgomery County Commission (hereinafter referred to as the "Commission") for the public purpose of reimbursing the AOC for certain salary and fringe benefits (**not to exceed an annual amount of \$50,119.20**) paid by the AOC to the temporary Court Referee Vicky Toles of the Fifteenth Judicial Circuit. Referee Toles will be paid an hourly rate of \$38.60 and will work a maximum of 25 hours per week. Ms. Toles will administer detention and shelter care hearings for the Juvenile Court. This MOU is effective for the period beginning March 16, 2015 and ending September 30, 2015.

II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for this position in future months or years beyond the period stated. Should AOC receive additional state funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.

III. AOC will invoice the Commission at the end of each quarter in FY 2015 for all salary and fringe benefits paid. Any inquiries made to the AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention: Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

IV. The AOC, employee, and/or Commission may terminate this MOU without penalty by providing all parties fourteen (14) days written notice. This MOU replaces any MOU approved prior to the effective date of this document.

APPROVED:

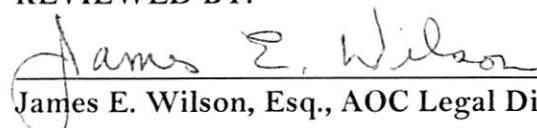

Rich Hobson, ADC
Administrative Office of Courts

3/4/15
Date

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

Date

REVIEWED BY:

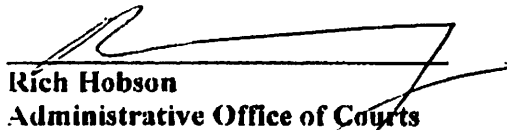

James E. Wilson, Esq., AOC Legal Division

March 4, 2015
Date

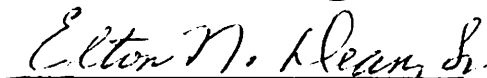
**MEMORANDUM OF UNDERSTANDING
BETWEEN ADMINISTRATIVE OFFICE OF COURTS
AND
MONTGOMERY COUNTY COMMISSION**

- I. This Memorandum of Understanding (hereinafter, "MOU") is hereby entered by and between the State of Alabama acting through the Administrative Office of Courts (hereinafter, "AOC") and the Montgomery County Commission (hereinafter, "the Commission") for the public purpose of providing \$53,953.32 of the salary and fringe benefits of court referee Vicky Toles for the Fifteenth Judicial Circuit. Referee Toles will work a minimum of 25 hours per week and administer detention and shelter care hearings. This MOU is effective for the period beginning October 1, 2014 and ending September 30, 2015 (see attached Appendix A).
- II. AOC and the Commission agree that this transfer of funds in no way obligates the Commission to provide permanent or additional funding for judicial employees in future months or years beyond the period states. Should AOC receive additional State funding for this referee position, AOC shall refund the Commission any unused portion of the funding provided by the Commission.
- III. AOC will invoice the Commission in the month following the end of the each quarter in FY 2014 for the salary and fringe benefits paid. Any inquiries made to AOC may be directed to Bob Bradford, Director of Finance. Checks shall be written to the order of the Administrative Office of Courts addressed to the attention of Bob Bradford, Administrative Office of Courts, 300 Dexter Avenue, Montgomery, AL 36104-3741.

Approved:


Rich Hobson
Administrative Office of Courts

Date: 10/10/14


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

Date: 11/3/14

APPENDIX A

Montgomery County Computation of Salary and Fringe Benefits FY2015

Employee	Salary	Pay Periods	Insurance Payments	Total Salary	FICA 7.65%	Retirement 10.12%	Insurance \$765 Per Month	Total
Vicky Toles	2,088.30	24	12	50,119.20	3,834.12			53,953.32

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

APR 20 2015

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Historical Marker Relocation

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place on the next agenda an authorization to relocate the Historical Marker, which recognizes the creation of Montgomery County in 1816, from Washington Street to the Courthouse on South Lawrence Street.

I am requesting that the Commission approve this authorization.

DLM/tn

A County Older Than The State

MONTGOMERY COUNTY

1816

Created by Mississippi Territorial Legislature
from lands ceded by Creek Indian Nation
in Treaty of Fort Jackson, 1814.

Named for Major Lemuel Purnell Montgomery,
Killed at Horseshoe Bend, 1814, while
leading charge on Indian fortifications.

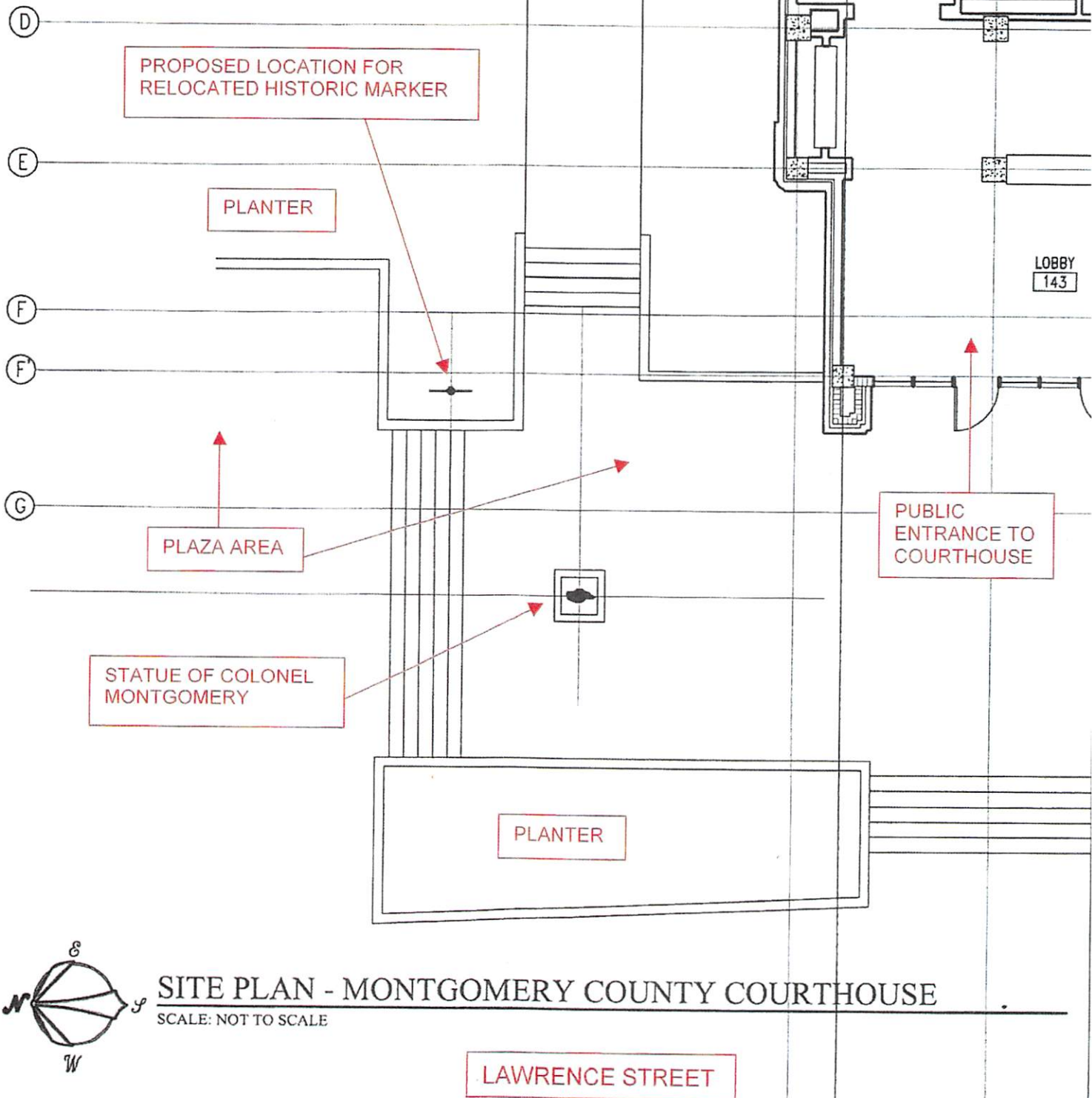
During Colonial times many Indians lived
in this area which was claimed by
Spanish Florida and French Louisiana,
British Carolina, Georgia and West Florida,
and Spanish West Florida.

The City of Montgomery, incorporated 1819
by Alabama Territorial Legislature,
was named for Maj. Gen. Richard Montgomery,
hero of the American Colonial Army,
Killed at Quebec in 1775.



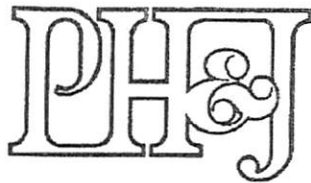
AGENDA

APR 20 2015



SITE PLAN - MONTGOMERY COUNTY COURTHOUSE

SCALE: NOT TO SCALE



architects inc.

Founded 1957 • Pearson, Humphries & Jones Architects

807 SOUTH MCDONOUGH STREET • MONTGOMERY, AL 36104-5080 POST OFFICE BOX 215-36101
Tel 334/265-8781 / Fax 334/265-9208 • Email: phjarch@bellsouth.net • Website: www.phjarchitects.com

Renis O. Jones, Jr., FAIA
Harrell G. Gandy, AIA

J. Roland Pond, AIA
Renis O. Jones, III, AIA

E. Griffie Harris, AIA
Patrick T. Addison, AIA

Tuesday, March 31, 2015

Mr. Donnie Mims, Administrator
Montgomery County Commission
Post office Box 1667
Montgomery, Alabama 36102-1667

Re: Historical Marker

PH&J Project #

Dear Mr. Mims,

As requested Griff and I have reviewed and considered the relocation of the existing historical marker located on the corner of Washington Avenue and Lawrence Street. This marker has no significance as to its current location other than it was placed in front of the Montgomery County Courthouse to tell the story of Colonel Montgomery and his place in history and his connection to Montgomery County. As you know, located up at the new Montgomery County Courthouse building is a statue of Colonel Montgomery, but nothing on the exterior of the building to identify his significance and his place in history.

With the recent request to add a new historical marker in front of the Annex 1 building along Washington Avenue commemorating the significance of the Annex 1 building during the civil rights movement and the significant civil rights court rulings that were litigated during the early days of the movement, we would agree that the existing marker should be relocated to the new courthouse building and placed adjacent to the statue of Colonel Montgomery. The new historical marker can then be placed at the location of the exiting relocated maker, which will identify the location of the significant civil rights events which took place in the Annex 1 building.

If you have any questions, please call.

Sincerely,

Patrick T. Addison, AIA

Attachments:

Cc: Florence Cauthen, Griff Harris, File

6-5

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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AGENDA

APR 20 2015

April 20, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator *DLM*

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) and to sign the contracts:

- C-2015-64: Friends of the Montgomery Clean City Commission, Inc., for Lagoon Park Trail Project - \$3,000; (Walker)
- NC-2015-89: City of Montgomery, to be used by BONDS to Support Bellehurst, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2015-90: City of Montgomery, to be used by BONDS to Support the County Downs Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Walker)
- NC-2015-91: City of Montgomery, to be used by BONDS to Support Fox Hollow, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,800; (Walker)
- NC-2015-92: City of Montgomery, to be used by BONDS to Support Mountainview Estates Neighborhood Association with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$600; (Walker)

DLM/tlm

Memo

To: Donald L. Mims, County Administrator
From: Myrtle Singleton, Purchasing Manager
Date: April 1, 2015
Re: Invitation to Bid No: 51965-15B-015
SAN Backup Storage Appliance Expansion

Request approval of award on the above referenced Invitation to Bid to the low bid of Reliant Technology for items 1 and 4 at a combined price of \$30,000.00 and request approval to low bid of Teklinks on items 2 and 3 in the amount of \$3,736.67; be placed on a future agenda. (Copy of spreadsheet attached.)

Coordination of award made with Lou Ialacci, Chief Information and Technology Officer.

Attachment

8.2

Notes:
SHI INTERNATIONAL DISQUALIFIED DUE TO NOT HAVING A BID BOND ATTACHED
170 BIDS MAILED

5-4

BID-SHEET-SAN back-up storage Appliance Expansion

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID #6		BID #7		BID #8		BID #9		BID #10	
INVITATION TO BID NO: 51965-15B-015				SHARP COMMUNICATIONS 3403 GOVERNORS DRIVE HUNTSVILLE, AL 35805 NO BID		ALTERNATIVE MAINTENANCE SOLUTIONS 241 CUMBERLAND PKWY ATLANTA, GA 30339 NO BID		VIRTUCOM 5060 AVALON RIDGE PKWY SUITE 300 NORCOSS, GA 30071 NO BID		GAYLORD BROS. INC BOX 4901 SYRACUSE, NY 13221-4901 NO BID		EDULOG/EDUCATION LOGISTICS, INC 30000 PALMER STREET MISSOULA, MONTANA 59808-1671 NO BID	
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC/ Data Domain ES30												
	Disk Storage Expansion												
	Module with 45 TB of Capacity												
	(contains fifteen 3 TB disk drives												
	Model C-ES30-45 or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		N/A
	Used Equipment				N/A		N/A		N/A		N/A		N/A
2	EMC/ Data Domain SAS external Interface												
	Upgrade for DD2500(to support ES30 Expansions)												
	Model P-X-SAS-M4P or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		N/A
	Used Equipment				N/A		N/A		N/A		N/A		N/A

Notes:

h-8

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID #6 CONTINUED		BID #7 CONTINUED		BID #8 CONTINUED		BID #9 CONTINUED		BID #10 CONTINUED	
INVITATION TO BID NO: 51965-15B-015				SHARP COMMUNICATIONS 3403 GOVERNORS DRIVE HUNTSVILLE, AL 35805 NO BID		ALTERNATIVE MAINTENANCE SOLUTIONS 241 CUMBERLAND PKWY ATLANTA, GA 30339 NO BID		VIRTUCOM 5060 AVALON RIDGE PKWY SUITE 300 NORCOSS, GA 30071 NO BID		GAYLORD BROS. INC BOX 4901 SYRACUSE, NY 13221-4901 NO BID		EDULOG/EDUCATION LOGISTICS, INC 30000 PALMER STREET MISSOULA, MONTANA 59808-1671 NO BID	
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
3	EMC/Data Domain Memory Upgrade for DD2500												
	(from 4 DIMM's to 8 DIMM's)												
	Model DD2500-UPG- MEM or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		N/A
	Used Equipment				N/A		N/A		N/A		N/A		N/A
4	1 Year of onsite hardware and software support				N/A		N/A		N/A		N/A		N/A
	Shipping				N/A		N/A		N/A		N/A		N/A

8-5

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 11		BID # 12		BID # 13		BID # 14		BID # 15	
INVITATION TO BID NO: 51965-15B-015					ALABAMA CARD SYSTEMS 500 GENE REED RD., STE 102 BIRMINGHAM, AL 35215 NO BID		STERN BROTHERS, INC 204 NORTH HOLT STREET MONTGOMERY, AL 36104 NO BID		CURTIS COMPANY P. O. BOX 210215 MONTGOMERY, AL 36121- 0215 NO BID		ROYAL OFFICE EQUIPMENT 2670 ZELDA ROAD MONTGOMERY, AL 36107 NO BID		SDS MARKETING, INC. 2835 ZELDA RD. SUITE 3 MONTGOMERY, AL 36106 NO BID	
DATE ISSUED: 03/11/2015														
DATE OPENED: 03/31/2015														
REQUESTING DEPARTMENT: Information systems														
TERMS OF PAYMENT / DISCOUNT:														
DELIVERY DATE:														
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
1	EMC/ Data Domain ES30													
	Disk Storage Expansion													
	Module with 45 TB of Capacity													
	(contains fifteen 3 TB disk drives													
	Model C-ES30-45 or Approved Equal													
	New Equipment				N/A		N/A		N/A		N/A		N/A	
	Used Equipment				N/A		N/A		N/A		N/A		N/A	
2	EMC/ Data Domain SAS external Interface													
	Upgrade for DD2500(to support ES30 Expansions)													
	Model P-X-SAS-M4P or Approved Equal													
	New Equipment				N/A		N/A		N/A		N/A		N/A	
	Used Equipment				N/A		N/A		N/A		N/A		N/A	

Notes:

7-8

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID #11 CONTINUED		BID #12 CONTINUED		BID #13 CONTINUED		BID #14 CONTINUED		BID #15 CONTINUED	
INVITATION TO BID NO: 51965-15B-015				ALABAMA CARD SYSTEMS 500 GENE REED RD., STE 102 BIRMINGHAM, AL 35215 NO BID		STERN BROTHERS, INC 204 NORTH HOLT STREET MONTGOMERY, AL 36104 NO BID		CURTIS COMPANY P. O. BOX 210215 MONTGOMERY, AL 36121- 0215 NO BID		ROYAL OFFICE EQUIPMENT 2670 ZELDA ROAD MONTGOMERY, AL 36107 NO BID		SDS MARKETING, INC. 2835 ZELDA RD. SUITE 3 MONTGOMERY, AL 36106 NO BID	
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
3	EMC/Data Domain Memory Upgrade for DD2500												
	(from 4 DIMM's to 8 DIMM's)												
	Model DD2500-UPG- MEM or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		
	Used Equipment				N/A		N/A		N/A		N/A		
4	1 Year of onsite hardware and software support				N/A		N/A		N/A		N/A		
	Shipping				N/A		N/A		N/A		N/A		

8-7

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 16		BID # 17		BID # 18		BID # 19		BID # 20	
INVITATION TO BID NO: 51965-15B-015				CIRCLE SCREEN WORKS,LLC 8801 FENKELL AVENUE DETROIT, MI 48238 NO BID		DATA SOLUTIONS 529 S. PERRY STREET, STE. 10A MONTGOMERY, AL 36104 NO BID		RICOH USA, INC. 2350 FAIRLANE DRIVE MONTGOMERY, AL 36116 NO BID		QUILL.COM 100 SCHELTER ROAD LINCOLNSHIRE, ILLINOIS 60069-3621 NO BID		B& H PHOTO 420 9TH AVE NEW YORK, NY 10001 NO BID	
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC/ Data Domain ES30												
	Disk Storage Expansion												
	Module with 45 TB of Capacity												
	(contains fifteen 3 TB disk drives												
	Model C-ES30-45 or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		N/A
	Used Equipment				N/A		N/A		N/A		N/A		N/A
2	EMC/ Data Domain SAS external Interface												
	Upgrade for DD2500(to support ES30 Expansions)												
	Model P-X-SAS-M4P or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		N/A
	Used Equipment				N/A		N/A		N/A		N/A		N/A

Notes:

88

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID #16 CONTINUED		BID #17 CONTINUED		BID #18 CONTINUED		BID #19 CONTINUED		BID #20 CONTINUED	
INVITATION TO BID NO: 51965-15B-015				CIRCLE SCREEN WORKS, LLC 8801 FENKELL AVENUE DETROIT, MI 48238 NO BID		DATA SOLUTIONS 529 S. PERRY STREET, STE. 10A MONTGOMERY, AL 36104 NO BID		RICOH USA, INC. 2350 FAIRLANE DRIVE MONTGOMERY, AL 36116 NO BID		QUILL.COM 100 SCHELTER ROAD LINCOLNSHIRE, ILLINOIS 60069-3621 NO BID		B& H PHOTO 420 9TH AVE NEW YORK, NY 10001 NO BID	
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
3	EMC/Data Domain Memory Upgrade for DD2500												
	(from 4 DIMM's to 8 DIMM's)												
	Model DD2500-UPG- MEM or Approved Equal												
	New Equipment				N/A		N/A		N/A		N/A		
	Used Equipment				N/A		N/A		N/A		N/A		
4	1 Year of onsite hardware and software support				N/A		N/A		N/A		N/A		
	Shipping				N/A		N/A		N/A		N/A		

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 21									
INVITATION TO BID NO: 51965-15B-015				KUSTOM SIGNALS , INC. 9652 LORIENT BOULEVARD LENEXA, KS 66219 NO BID									
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	EMC/ Data Domain ES30												
	Disk Storage Expansion												
	Module with 45 TB of Capacity												
	(contains fifteen 3 TB disk drives												
	Model C-ES30-45 or Approved Equal												
	New Equipment				N/A								
	Used Equipment				N/A								
2	EMC/ Data Domain SAS external Interface												
	Upgrade for DD2500(to support ES30 Expansions)												
	Model P-X-SAS-M4P or Approved Equal												
	New Equipment				N/A								
	Used Equipment				N/A								

Notes:

01-8

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 21 CONTINUED									
INVITATION TO BID NO: 51965-15B-015				KUSTOM SIGNALS , INC. 9652 LORIENT BOULEVARD LENEXA, KS 66219 NO BID									
DATE ISSUED: 03/11/2015													
DATE OPENED: 03/31/2015													
REQUESTING DEPARTMENT: Information Systems													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
3	EMC/Data Domain Memory Upgrade for DD2500												
	(from 4 DIMM's to 8 DIMM's)												
	Model DD2500-UPG- MEM or Approved Equal												
	New Equipment				N/A								
	Used Equipment				N/A								
4	1 Year of onsite hardware and software support				N/A								
	Shipping				N/A								

11-8

APR 20 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 25

DEPARTMENT:	County Comm Appropriati	REVIEWED:	S. Thomas	4/6/2015
DATE:	4/6/2015		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Alabama Shakespeare Festival	001-57700.290	100,000	5,000	105,000
Alabama State University	001-58300.458	0	3,000	3,000
Donation Revenue	001-40000.47701	(46,000)	(8,000)	(54,000)
TOTAL		54,000	0	54,000

JUSTIFICATION:

To budget \$5,000 in funding to the Alabama Shakespeare Festival for the Beyond Glory Program and \$3,000 to Alabama State University for the Small Business Development Center.



THE STATE THEATRE

1 April 2015

Commissioner Dan Harris, District 1
Commissioner Elton Dean, Sr., District 2
Commissioner Ronda M. Williams, District 3
Commissioner Jiles Williams, Jr., District 4
Commissioner Andrew Hall, District 5
Montgomery County Commission
P. O. Box 1667
Montgomery, Alabama 36102

Dear Commissioners:

On behalf of the Alabama Shakespeare Festival, I want to thank you again for your prompt and generous response to our request on February 2nd for an additional \$25,000.00 to support the Theater and all that it does and means to the education of our children, quality of life, and economic development. We are thrilled also that Commissioner Walker and Commissioner Harris have appropriated additional gifts from their discretionary accounts.

In mid-March, we became aware that we had the awesome opportunity to present Stephen Lang's compelling play, "Beyond Glory," which relates the experiences of eight Medal of Honor recipients - veterans of World War II, the Korean War and the Vietnam War. In this one-man play, award-winning stage and screen star, Stephen Lang, personifies these men of incredible valor. The play received critical acclaim when it played on Broadway.

I know you can imagine, with Montgomery being home to Maxwell Air Force Base as well as home to thousands of military men and women to whom we owe such a debt, why the Alabama Shakespeare Festival wishes to present this meaningful production. Our goal is to bring "Beyond Glory" to our stage for three performances on June 5 and 6, coinciding with "D-Day," and commemorative ceremonies at Maxwell Air Force Base including the "Gathering of Eagles."

To bring the play to ASF, we need to raise \$15,000.00. The Chamber of Commerce Foundation has pledged \$5,000.00. I am writing to give each of you the opportunity to contribute \$1,000.00 or \$1,500.00 to honor the military. The City of Montgomery will match the gifts we receive from the County. We will also ask some area businesses and individuals to help sponsor the play as the more funds we raise, the more military personnel we can present with discounted tickets.

ALABAMA SHAKESPEARE FESTIVAL

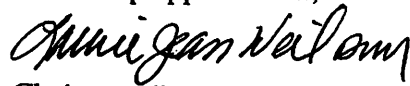
TEL 334-271-5300 FAX 334-271-5348 www.ASF.net
One Festival Drive, Montgomery, AL 36117

Geoffrey Sherman
Producing Artistic Director

9-2

Our advertising and playbill for "Beyond Glory" will signify our sponsors. Naturally, it would mean so much to the Alabama Shakespeare Festival and to our military if we can include Montgomery County.

With deep appreciation,

A handwritten signature in black ink, appearing to read "Ann Jean Walton". The signature is fluid and cursive, with the first name "Ann" being particularly prominent.

Chairman, Board of Directors
Alabama Shakespeare Festival



BUSINESS DEVELOPMENT AND
URBAN RESEARCH CENTER/SBDC
COLLEGE OF BUSINESS ADMINISTRATION

February 26, 2015

Commissioner Elton Dean
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

Dear Commissioner Dean:

It was a pleasure meeting with you regarding the Alabama State University Small Business Development Center.

The past financial contribution that we have received from the Montgomery County Commission has allowed the ASU SBDC to continue its mission to provide technical training to small businesses. The ASU SBDC strives to provide its clients with exceptional business counseling and training that will lead to the creation of more small businesses and jobs throughout its eight county service area.

Since its existence, the ASU SBDC has assisted with the creation of more than 400 businesses, provided individual one-on-one counseling for more than 5,200 clients with counseling hours totaling 11,550, provided 935 training sessions to more than 21,930 participants, and have helped small business with securing more than \$ 18.7 million in loans. Through the center's Procurement Technical Assistance Center (PTAC), the center has assisted clients with obtaining more than \$697 million in government and corporate contract awards. The support from the Montgomery County Commission has been vital in helping the center reach its goals.

Enclosed for your perusal is an ASU SBDC brochure which features the Montgomery County Commission as a supporter. Your commitment and continued support of the SBDC efforts help us with achieving our goals. Therefore, I ask that you please consider making a contribution of \$3,000.00 this year.

Again, I am truly grateful for your support. I ask that you please consider our request. If you have any further questions, I can be reached at 334-229-1438.

Sincerely,

Lorenza Patrick, Director
Small Business Development Center
College of Business Administration
Alabama State University

ALABAMA
STATE
UNIVERSITY

P.O. BOX 271
MONTGOMERY,

ALABAMA

36101-0271

334.229.4138

www.alasu.edu

APR 20 2015

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 26

DEPARTMENT:	County Comm Appropriati	REVIEWED: S. Thomas	4/6/2015
DATE:	4/6/2015	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	320,000	42,500	362,500
Fund Balance	001.35900		(42,500)	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		320,000	0	362,500

JUSTIFICATION:

To provide funding for tourism development regarding the 2015 Buckmaster Expo.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 27

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 4/6/2015
 DATE: 4/6/2015 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	362,500	50,000	412,500
Transfer from Grant Fund	001-61100.61125	0	(10,000)	-10,000
Fund Balance	001.35900		(40,000)	
TOTAL		362,500	0	402,500

JUSTIFICATION:

To provide funding to the Chamber of Commerce for maintaining Garrett Coliseum for agricultural and tourism development in Montgomery County. A portion of the funds provided by a State of Alabama Agriculture promotion Grant.

APR 20 2015

Montgomery County Commission

Finance Department
P.O. Box 1667
Montgomery, Alabama 36102
Phone 334-832-1268
Fax 334-832-2533

Memo

To: Florence M. Cauthen
From: Sherrill R. Thomas 
Date: 3/31/2015
Re: Fill Request for Payroll and Benefits Manager – Finance Department

The Finance Department has a vacancy for the Payroll and Benefits Manager created by the transfer/promotion of Shirley Bazzell to the Engineering Department Administrative Assistant position.

Your consideration and approval of the Position Fill Request for this position is requested.

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Commission - Finance

DEPARTMENT HEAD: Sherrill Thomas

SUPERVISOR: Sherrill Thomas

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

1. Position Title Payroll & Benefits Manager

Position Number 210113001

Proposed Effective Date April 13, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A06 - \$35,600 - \$50,677

Pay step to be based upon City and County of Montgomery Personnel

Board Rules and Regulations. Rule VI Section 10

Sherrill R. Thomas
Department Head

Date March 23, 2015

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date _____

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

Date _____
Date _____

Interoffice Memo

To: County Commission
From: Lou Ialacci
Cc: Donnie Mims, Florence Cauthen
Date: March 27, 2015
RE: Position Fill Request for IT Technician/Systems

Attached is a Position Fill Request form for an IT Technician/Systems. This position became vacant when Robert Phaturos retired recently.

The position is in our current budget and is very important to our department. The Information Systems department is working on several projects and need this position to help us try to meet all these needs.

Thank you for your support.



ORIGINAL

Montgomery County Commission Form 102 (new oct 1996)

Position Fill Request

DEPARTMENT: Information Systems

DEPARTMENT HEAD: Lou Ialacci

SUPERVISOR: Rodney Smith

COMPLETED ACTION DATES

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

1. POSITION TITLE: IT Technician

POSITION NUMBER: 220271004 Class Code CO 271

PROPOSED EFFECTIVE DATE: April 24, 2015

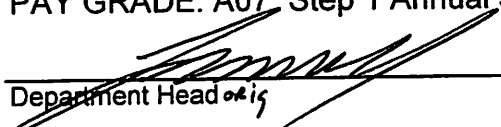
TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A07 Step 1 Annual \$39,896


Department Head

3/27/15
Date

2 ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3 CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4 SELECTEE:

Appointing Authority

Date

5 () Manpower data entered by _____

Date

() Payroll entered by _____

Date

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.montco.org

AGENDA

APR 20 2015

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLW*
County Administrator

SUBJECT: Position Fill Request for Clerk Typist II, Sheriff's Office

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place a Position Fill Request for Clerk Typist II, Position Number 146 from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

POSITION FILL REQUEST

COMPLETED ACTION DATES	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
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45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

SUPERVISOR: Kevin Murphy, Chief Deputy

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

Recruiting

☐ Promotional Register	☐ Transfer
☒ Open Competitive Register	☐ Reemployment

Department Head

() Approved
() Disapproved

Funding Authority

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Appointing Authority

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

Date _____
Date _____

14-2

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
RONDA M. WALKER
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

AGENDA

APR 20 2015

April 16, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLW*
County Administrator

SUBJECT: Position Fill Requests for Detention Facility

The Montgomery County Commission, at its meeting on April 6, 2015, agreed to place the following Position Fill Requests from the Detention Facility on the next agenda:

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 216
- (2) Stores Clerk I, Position Number 193

I am requesting approval of these items.

DLM/tn

Attachments

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: Derrick Cunningham, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 216

Proposed Effective Date April 13, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$30,456 - \$43,356 (PC1)

A. Cunningham Date March 26, 2015
Department Head *mac*

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee:

Appointing Authority Date _____

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
DEPARTMENT HEAD: Derrick Cunningham, Sheriff
SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Stores Clerk I

Position Number 193

Proposed Effective Date April 13, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$25,146 - \$35,795 (A03)

Derrick Cunningham

Date March 26, 2015

Department Head MCC

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. () Manpower data entered by _____

Date _____
Date _____

() Payroll entered by _____

Memo

To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Date: April 13, 2015
Re: Juvenile Probation Officer Fill Request

We have a Juvenile Probation Officer vacancy which needs to be filled in our Intake Division. I am asking that this be placed on the formal agenda of the April 20, 2015 County Commission Meeting for approval.

Thank you for your consideration!

POSITION FILL REQUEST

ORIGINAL

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Intake Supervisor

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Probation Officer I - (to replace Dale Clarke)

POSITION NUMBER: 900304026

PROPOSED EFFECTIVE DATE: 4/27/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$35,600/\$1,369.22/\$17.1152)

Bruce R. Howell

Department Head

3/25/2015
Date

2. ADMINISTRATIVE REVIEW

- () APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. () Manpower data entered by

Date

() Payroll entered by

Date

Memo

To: Mr. Donnie Mims, Montgomery County Administrator

From: Bruce R. Howell, Juvenile Court Administrator

Date: April 8, 2015

Re: Juvenile Detention Compliance Officer

We have a newly established Juvenile Detention Compliance Officer position to oversee compliance with our ACA accreditation standards and PREA regulations for our detention licensing. I am requesting approval at April 20th County Commission formal session to fill this vacancy.

Thank you for your consideration!

POSITION FILL REQUEST ORIGINAL

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Juv. Det. Director

1. POSITION TITLE: Juvenile Detention Compliance Officer

POSITION NUMBER: 900303001

PROPOSED EFFECTIVE DATE: 4/25/2015

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC4 (\$42,831/\$1,647.34/\$20.5918)

	3/25/2015
Department Head	Date

2. ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director	_____	Date
--------------------	-------	------

4. SELECTEE: Shawanda Henderson

Appointing Authority	_____	Date
----------------------	-------	------

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3


AGENDA
APR 20 2015

Date: April 16, 2015
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: May 21, 2015 Return Date: May 21, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Auburn University Accounting & Auditing Workshop
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: \$299.40 Advance Registration Required: \$215.00

Department Name: Finance Department Fund Name: General

Additional Comments: Registration \$215, Mileage \$64.40, Meals \$20

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$299.40 and advance registration of \$215.00 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>\$3,000.00</u>	
Approved Requests:	<u>\$320.00</u>	
Budget Available:	<u>\$2,680.00</u>	
Current Requests:	<u>\$299.40</u>	
Budget Balance:	<u>\$2,380.60</u>	

Donald L. Mims, Administrator


Reviewed by: S. Thomas
Date: 4/16/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 25

AGENDA

APR 20 2015

Date: April 6, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Elmore County, Alabama
Departure Date: April 27, 2015 Return Date: May 1, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Attend dive team week long class

Traveler (s) Name: 1. Lt. Scott Cone 4. _____
2. Deputy Kaleb Kilpatrick 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$870.00 Advance Registration Required: \$0.00

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$870.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$18,839.86</u>	
Budget Available:	<u>\$6,160.14</u>	
Current Requests:	<u>\$2,328.00</u>	
Budget Balance:	<u>\$3,832.14</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/6/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 26

AGENDA

APR 20 2015

Date: April 6, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: Wednesday, November 18, 2015 Return Date: Thursday, Nov. 19, 2015
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend Communications & Media Relations class

Traveler (s) Name: 1. Chief Kevin J. Murphy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$325.00 Advance Registration Required: \$175.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____
Expense will be Incurred in FY 2016 Budget

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$325.00 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$18,839.86</u>
Budget Available:	<u>\$6,160.14</u>
Current Requests:	<u>\$2,328.00</u>
Budget Balance:	<u>\$3,832.14</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 4/6/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

APR 20 2015

Request # 27

Date: April 6, 2015
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Florence, Alabama
Departure Date: Sunday, September 20, 2015 Return Date: Friday, September 25, 2015
Conference Leave (Days / Hours): 6 days
Purpose of Travel: Attend SLEDS Training

Traveler (s) Name: 1. Lt. Kirk Harbin 4. _____
2. Sgt. Rick Thompson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,290.00 Advance Registration Required: \$700.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is 4/20/2015 reimbursement of actual and necessary expenses in the
approximate amount of \$2,290.00 and advance registration of \$700.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$18,839.86</u>	
Budget Available:	<u>\$6,160.14</u>	
Current Requests:	<u>\$4,618.00</u>	
Budget Balance:	<u>\$1,542.14</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 4/6/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

APR 20 2015

Request # 5

Date: April 2, 2015
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 14, 2015 Return Date: June 17, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To attend the Alabama Probate Judges Association 2015 Summer Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. William Flowers III 5. _____
3. Clerk 6. _____

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

Total (est.) Cost: \$5,700.00 Advance Registration Required: \$1,425.00

Department Name: Probate Fund Name: General/MV Training

Additional Comments: 783-51350.265 \$1,793
001-51300.265 \$3,907

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$5,700.00 and advance registration of \$1,425.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	<u>783-51350.265</u>
Description:	<u>Reg & Training</u>	<u>Reg & Training</u>
Current Budget:	<u>\$11,500.00</u>	<u>\$3,000.00</u>
Approved Requests:	<u>\$5,407.51</u>	<u>\$1,207.00</u>
Budget Available:	<u>\$6,092.49</u>	<u>\$1,793.00</u>
Current Requests:	<u>\$3,907.00</u>	<u>\$1,793.00</u>
Budget Balance:	<u>\$2,185.49</u>	<u>\$0.00</u>

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

AGENDA

APR 20 2015

Date: April 2, 2015
To: Donald L. Mims, Administrator
From: Judge Steven L. Reed
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Newport, Rhode Island
Departure Date: April 29, 2015 Return Date: May 2, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend Nation College of probate Judges 2015 Spring Conference

Traveler (s) Name: 1. Judge Steven L. Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,940.00 Advance Registration Required: \$400.00

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

Additional Comments: _____

To: Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,940.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$11,500.00</u>
Approved Requests:	<u>\$5,407.51</u>
Budget Available:	<u>\$6,092.49</u>
Current Requests:	<u>\$5,847.00</u>
Budget Balance:	<u>\$245.49</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/6/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

AGENDA

APR 20 2015

Date: April 16, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Perdido Beach, AL
Departure Date: July 29, 2015 Return Date: August 2, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Sheriff's Association - Summer Conference

Traveler (s) Name: 1. Major Barbara Palmer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,000.00 Advance Registration Required: \$200.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,000.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$10,585.56</u>	
Budget Available:	<u>\$4,414.44</u>	
Current Requests:	<u>\$2,000.00</u>	
Budget Balance:	<u>\$2,414.44</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

APR 20 2015

Request # 10

Date: April 9, 2015
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al
Departure Date: June 10, 2015 Return Date: June 12, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend ACCMA Summer Conference
Perdido Beach Resort

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$992.28 Advance Registration Required: \$195.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration- \$195.00; Mileage -\$227.70; Lodging - \$419.58; Meals - \$150.00

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

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$992.28 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,031.64</u>	
Budget Available:	<u>\$12,968.36</u>	
Current Requests:	<u>\$992.28</u>	
Budget Balance:	<u>\$11,976.08</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

APR 20 2015

Request # 12

Date: April 7, 2015
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: University of Alabama, Tuscaloosa, AL
Departure Date: April 22, 2015 Return Date: April 23, 2015
Conference Leave (Days / Hours): two days
Purpose of Travel: To attend a drug test presentation.

Traveler (s) Name: 1. Tony Ferguson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: _____

Department Name: Community Corrections Fund Name: Registration/Training

Additional Comments: _____

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

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,300.00</u>
Approved Requests:	<u>\$7,451.00</u>
Budget Available:	<u>\$4,849.00</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$4,699.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 4/9/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

AGENDA

APR 20 2015

Request # 26

Date: April 7, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: April 24, 2015 Return Date: April 25, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Speak at Forensic Nurses Conference

Traveler (s) Name: 1. Seth Gowan 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$268.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$268.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$65,000.00</u>
Approved Requests:	<u>\$23,892.00</u>
Budget Available:	<u>\$41,108.00</u>
Current Requests:	<u>\$268.00</u>
Budget Balance:	<u>\$40,840.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C
AGENDA

APR 20 2015

Request # 27

Date: April 8, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Eufaula, AL
Departure Date: April 29, 2015 Return Date: April 29, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Speak at Criminal Law Update Seminar

Traveler (s) Name: 1. Seth Gowan 4. _____
2. Steve Searcy 5. _____
3. _____ 6. _____

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

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

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: No Expense to District Attorney's Office

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$65,000.00</u>	
Approved Requests:	<u>\$23,892.00</u>	
Budget Available:	<u>\$41,108.00</u>	
Current Requests:	<u>\$268.00</u>	
Budget Balance:	<u>\$40,840.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/9/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 28

AGENDA

APR 20 2015

Date: April 15, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: May 8, 2015 Return Date: May 8, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: Leadercast Montgomery

Traveler (s) Name: 1. Azzie Taylor 4. Mike Thomas
2. Sandra Edwards 5. Duane Johnson
3. Loretta Jones-Pierce 6. Rhonda Cape

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

Total (est.) Cost: \$390.00 Advance Registration Required: \$390.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: Participants would like the option of using either vehicle

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 04/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$390.00 and advance registration of \$390.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$65,000.00</u>	
Approved Requests:	<u>\$24,160.00</u>	
Budget Available:	<u>\$40,840.00</u>	
Current Requests:	<u>\$390.00</u>	
Budget Balance:	<u>\$40,450.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/16/2015

cc: Finance Director / Buyer