

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

SEPTEMBER 28, 2009

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

Comments from Scheduled Attendees:

Finance Director Sherrill Thomas

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Wilson

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of September 14, 2009

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

PRESENTATION

Presentation by Risk Manager Scott Kramer Regarding River Region United Way Campaign

PUBLIC HEARING:

Public Hearing Regarding Vacation and Closing of the Abandoned Road Located at the Southeast Corner of the Intersection of Montgomery County Road 37 (Flowers Road) and Alabama Highway 110, Cecil Alabama

NEW BUSINESS:

- 1. Consider Adoption of Resolution Authorizing the Vacation and Closing of the Abandoned Road Located at the Southeast Corner of the Intersection of Montgomery County Road 37 (Flowers Road) and Alabama Highway 110, Cecil Alabama, Engineering Department**
- 2. Consider Adoption of Resolution Authorizing Funding of the Cost of Health Insurance, Future Cost of Living Raises and Other Benefits Provided to Retirees be Paid by the County Fund that Paid the Salary and Benefits for the Employees Prior to Retirement, County Commission**
- 3. Consider Approval of Proposed 2009-2010 Operating Budget and Construction Programs Budget, County Commission**
- 4. Consider Approval of State of Alabama Department of Youth Services Grant Agreement for After-School Programs for At-Risk Students, Youth Facility**
- 5. Consider Approval of Memorandum of Understanding with Administrative Office of Courts Regarding Casey Foundation Grant, Youth Facility**
- 6. Consider Approval of Professional Services Contracts to Provide Educational Instruction for the "End Violence Effectively Now" (E.V.E.N.) Program, Community Corrections**
- 7. Consider Approval of Master Services Agreement with Method Factory, Inc., and Related Statements of Work for Website Redesign, Information Systems**
- 8. Consider Approval of Contractual Agreement with Rivertree Systems, Inc., for External Audit Services, Tax & Audit Department**
- 9. Consider Approval of Workers' Compensation Actuarial Services Contract with Allen Consulting, Risk Management**
- 10. Consider Approval of Memorandum of Agreement with the City of Montgomery Regarding Sharing of On-Site Primary Care Clinics, Risk Management**

11. Consider Approval of Life Insurance and AD&D Policy Renewal for County Employees with Symetra Life, Secured through Harmon Dennis Bradshaw, Inc., Risk Management
12. Consider Approval of Blue Cross Blue Shield Health, COBRA, Dental and Workers Compensation Insurance Renewal, Risk Management
13. Consider Approval of Excess Health Insurance Renewal with OptumHealth, Secured through McGriff, Siebels and Williams, Risk Management
14. Consider Approval of Excess Liability Insurance Renewal with States Self-Insurers Risk Retention Group, Secured through Colonial Insurance, Risk Management
15. Consider Approval of Excess Workers' Compensation Insurance Renewal with Safety National Insurance, Secured through Colonial Insurance, Risk Management
16. Consider Approval of Property Insurance Renewal with Affiliated FM Insurance Company, Secured through Colonial Insurance, Risk Management
17. Consider Approval of Change Order Number 4 with CannDauSon Construction, Inc. Regarding Sheriff's Office Renovations Annex I – Phase 2 Project, County Commission
18. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission
19. Consider Approval of Donation of Computer Equipment to Head Elementary School, County Commission
20. Consider Approval of Payment of Prior Year Invoices from Smart Data Strategies, Inc., Appraisal Department
21. Consider Approval of Purchase Order to Alabama Correctional Industries Regarding Renovation on 2nd Floor of Annex I Information Systems Department, County Commission
22. Consider Approval of Purchase Order to Trustworthy Services, Inc., Regarding Renovation on 2nd Floor of Annex I Information Systems Department, County Commission
23. Consider Approval of Purchase Order to Climate Service, Inc., Regarding Water Heater Replacement, Youth Facility
24. Consider Approval of Bid Award for Clean Saturday Trash Pick-Up Service, Bid Number 51100-09C-011, Engineering Department

25. Consider Approval of Bid Award for Security Guard Services at the Probate and Revenue Commissioner Offices, Bid Number 51100-09C-018, County Commission
26. Consider Approval of Bid Award for Metal Pipe, Bid Number 53000-09C-022, Engineering Department
27. Consider Approval of Bid Award for Concrete Pipe, Bid Number 53000-09C-021, Engineering Department
28. Consider Approval to Increase Inventory Level for County Assets, County Commission
29. Consider Approval of Travel/Training Requests (2)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Special Call Meeting of the Montgomery County Emergency
Management Communications District Board

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

City/County Library Director Juanita Owes, Architect Frank Litchfield and City Engineer
Kelli Gates
Ken Upchurch and Tommy Lawrence with T.C.U. Consulting Services, LLC
District Attorney Ellen Brooks

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

SEPTEMBER 28, 2009

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.

OCTOBER 12, 2009

County Holiday – Columbus Day / American Indian
Heritage Day

OCTOBER 13, 2009

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.

OCTOBER 26, 2009

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.

NOVEMBER 9, 2009

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.

NOVEMBER 23, 2009

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 Typist II – County Commission Office
Fill action continues for 1 Deputy Finance Director – Finance Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 3 Customer Service Clerks – Probate Judge’s Office
Fill action continues for 1 Clerk III – Probate Judge’s Office
Fill action continues for 1 Probate Court Clerk – Probate Judge’s Office
Fill action continues for 1 Clerk III – Revenue Commissioner’s Office
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Program Analyst I – Information Systems Department
Fill action continues for 1 Identification Officer – Sheriff’s Office
Fill action continues for 2 Fingerprint Classifier II’s – Sheriff’s Office
Fill action continues for 1 Deputy Sheriff Lieutenant – Sheriff’s Office
Fill action continues for 1 Emergency Communications Operator I or II – Sheriff’s Office
Fill action continues for 1 Corrections Officer Sergeant – Detention Facility
Fill action continues for 8 Clerk II’s – Detention Facility
Fill action continues for 4 Correction Officer Corporals – Detention Facility
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 County Road Equipment Operator II – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Worthless Check Director – District Attorney’s Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney’s Worthless Check Unit
Fill action continues for 1 Clerk II – District Attorney’s Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney’s Child Support Unit

September 28, 2009

MONTGOMERY COUNTY COMMISSION

SEP 28 2009

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-11-09

Check Number	To	Check Number
202205		202276
Total Checks Paid		\$1,044,385.20

CHECK #	PAYEE	AMOUNT	DATE
202200	Brown, Rolanda	\$ 1,311.54	09/04/09
202201	Carroll, Booker T.	\$ 908.04	09/04/09
202202	Dubose, Flynn, Jr.	\$ 5,613.91	09/04/09
202203	Mims, Merrell	\$ 2,678.86	09/04/09
202204	Scott, James M.	\$31,480.22	09/04/09

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

09-28-09 Meeting

Agenda

MONTGOMERY COUNTY COMMISSION

SEP 28 2009

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-11-09

Check Number	To	Check Number
202277		202376
Total Checks Paid		\$1,577,030.07

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

09-28-09 Meeting

Agenda

MONTGOMERY COUNTY COMMISSION

SEP 28 2009

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-18-09

Check Number	To	Check Number
202381		202453
Total Checks Paid		\$372,947.40

CHECK #	PAYEE	AMOUNT	DATE
202377	Alabama Power Company	\$ 1,420.60	09/11/09
202378	US Postal Service (Hasler)	\$30,000.00	09/11/09
202379	Human Resource Dev. Instit. of AL	\$59,117.28	09/14/09
202380	Mt. Zion AME Church	\$ 900.00	09/14/09

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

MONTGOMERY COUNTY COMMISSION

SEP 28 2009

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 09-18-09

Check Number	To	Check Number
202454		202585
Total Checks Paid		\$505,605.57

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

09/28/09 Meeting

Agenda

SEP 28 2009

CHECKS ARE DATED
09/25/09

Payroll Check Number	60082	To	Payroll Check Number	60257	\$ 141,987.37
Direct Deposits					\$ 786,887.48
Payroll Check Number	60258	To	Payroll Check Number	60286	\$ 73,725.37
Direct Deposits					\$ 778,166.61
Federal Deposits					\$ 341,781.12
Total Payroll Paid					\$ 2,122,547.95

CHECK #

60081

PAYEE

James L. Thrift

AMOUNT

\$ 350.93

DATE

09/09/09

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



131 S. Perry Street
Montgomery, AL 36104
Telephone (334) 832-1303
Fax (334) 832-2524
www.mc-ala.org

Montgomery County Appraisal Department

Jane S. Mardis · ACA G#00063-AL
Chief Appraiser · Director GIS



BUSINESS PERSONAL
PROPERTY DEPARTMENT
Telephone (334) 832-2539
Fax (334) 832-7777

Agenda

SEP 28 2009

September 14, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Donna Raney 
Commercial/Industrial Appraiser
Appraisal Department

SUBJECT: River Region United Way Campaign

The Montgomery County Commission United Way campaign will begin on October 1, 2009. This year's goal is \$27,000. United Way affords us one of the best opportunities to invest in the future of the River Region. The money invested by each contributor into the United Way serves 48 partners in this area.

Scott Kramer and I would like to present this year's campaign at the next County Commission meeting. I would like to request allotted time for this presentation.

RESOLUTION

WHEREAS, John Hall Investments, Ltd., an Alabama limited partnership, Kaye Hall Collett and John Wayne Collett (collectively, the "Hall Parties") are the owners of all lands abutting on the hereinafter described remnant of road, within the County of Montgomery, Alabama, which road remnant is described as follows (the "Abandoned Road"), being a portion of Montgomery County Road 37 (Flowers Road):

Commence at the Southeast Corner of the NW 1/4 of the NE 1/4 of Section 12, T-15-N, R-20-E, Montgomery County, Alabama; thence N 53°14'05" W 1264.26' to an iron pin (Tie taken from legal description by Willie Mack Caraway, Alabama Registration No. 13202); thence N 79°23'32" W 544.49' to an iron pin located on the east side of Montgomery County Road No. 37; thence along said east side N 03°57'27" E 317.17' to the POINT OF BEGINNING for the herein described parcel of land; thence continue along said east side N 03°57'27" E 103.16' to an iron pin; thence N 03°57'27" E 189.11' to a point located in a curve on the west side of the old abandoned Montgomery County Road No. 37; thence leaving said east side of Montgomery County Road No. 37 and along said curve and west side the following two (2) courses: (1) Chord Bearing N 35°20'39" E, Chord Distance 38.17', Radius 613.68'; (2) N 37°07'35" E 54.82' to a point located in a curve on the South Right-of-Way (R.O.W. varies) of Alabama Highway 110; thence leaving said west side and along said South Right-of-Way the following two (2) courses (1) Chord Bearing S 72°53'57" E, Chord Distance 0.90', Radius 41.00'; (2) S 72°13'30" E 83.92' to a point located on the east side of the old abandoned Montgomery County Road No. 37; thence leaving said South Right-of-Way and along said east side the following three (3) courses: (1) S 37°08'47" W 82.94'; (2) Chord Bearing S 26°54'28" W, Chord Distance 189.36'', Radius 533.68'; (3) Chord Bearing S 10°54'29" W, Chord Distance 107.51'', Radius 533.68' to the point of beginning. Containing 0.36 acres, more or less, and lying in and being a part of the NW 1/4 of the NE 1/4 of Section 12, T-15-N, R-20-E, Montgomery County, Alabama.

WHEREAS, the Hall Parties have executed a Declaration of Vacation, vacating all of the Abandoned Road, and desire to divest any and all rights which the public may have in and to the Abandoned Road and the use thereof by virtue of the establishment of same; and

WHEREAS, it is reported to the County Commission of the County of Montgomery, Alabama (the "Commission"), that a convenient and reasonable means of ingress and egress is

afforded all property owners of the area in which the Abandoned Road is located by the remaining roads and avenues therein located; and

WHEREAS, it is made known to the Commission that all public utilities most generally affected by closing and vacating said road have been notified in writing concerning the proposed vacation of the Abandoned Road.

The Commission has published notice in *The Montgomery Independent* newspaper once a week for four consecutive weeks describing the Abandoned Road and stating date hearing is to be held before the Commission, copies of which notices are attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED, by the Commission, that the vacation and closing of the said remnant of Flowers Road, as described above, in the County of Montgomery is hereby assented to, acquiesced in, and authorized by the Commission, and directs that a petition be filed with Reese McKinney, Judge of Probate, requesting closing and vacating of the Abandoned Road, which petition shall:

- (a) Describe the location of the Abandoned Road;
- (b) Give names and abutting property owners and owners whose access will be cut off by closing and vacation of the Abandoned Road. Applicable utility companies should also be listed; and
- (c) Set forth it is in the public interest that the Abandoned Road be closed and vacated and that County Commission had adopted a resolution to that affect; and
- (d) Provide that the County shall have the future right to cause a portion of the Abandoned Road to be reconveyed by deed from the Hall Parties to the County, without cost and without the need for the County to engage in any condemnation

process, in the event that an expansion of Flowers Road is required and the Hall

Parties are provided with written notice of same.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, _____, Administrator of the County Commission of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County at its regular meeting held the _____ day of _____, 2009.

Administrator

APPROVED:

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

EXHIBIT A

MONTGOMERY COUNTY COMMISSION

PUBLIC NOTICE

The Montgomery County Commission has proposed that it is in the public interest that a portion of Montgomery County Road 37 (Flowers Road) be abandoned and closed. This abandoned road is located at the southeast corner of the intersection of Flowers Road and Alabama Highway 110 located in Cecil, Montgomery County, Alabama. That portion is described as follows:

Commence at the Southeast Corner of the NW 1/4 of the NE 1/4 of Section 12, T-15-N, R-20-E, Montgomery County, Alabama; thence N 53°14'05" W 1264.26' to an iron pin (Tie taken from legal description by Willie Mack Caraway, Alabama Registration No. 13202); thence N 79°23'32" W 544.49' to an iron pin located on the east side of Montgomery County Road No. 37; thence along said east side N 03°57'27" E 317.17' to the POINT OF BEGINNING for the herein described parcel of land; thence continue along said east side N 03°57'27" E 103.16' to an iron pin; thence N 03°57'27" E 189.11' to a point located in a curve on the west side of the old abandoned Montgomery County Road No. 37; thence leaving said east side of Montgomery County Road No. 37 and along said curve and west side the following two (2) courses: (1) Chord Bearing N 35°20'39" E, Chord Distance 38.17', Radius 613.68'; (2) N 37°07'35" E 54.82' to a point located in a curve on the South Right-of-Way (R.O.W. varies) of Alabama Highway 110; thence leaving said west side and along said South Right-of-Way the following two (2) courses (1) Chord Bearing S 72°53'57" E, Chord Distance 0.90', Radius 41.00'; (2) S 72°13'30" E 83.92' to a point located on the east side of the old abandoned Montgomery County Road No. 37; thence leaving said South Right-of-Way and along said east side the following three (3) courses: (1) S 37°08'47" W 82.94'; (2) Chord Bearing S 26°54'28" W, Chord Distance 189.36'', Radius 533.68'; (3) Chord Bearing S 10°54'29" W, Chord Distance 107.51'', Radius 533.68' to the point of beginning. Containing 0.36 acres, more or less, and lying in and being a part of the NW 1/4 of the NE 1/4 of Section 12, T-15-N, R-20-E, Montgomery County, Alabama.

The Montgomery County Commission will hold a public hearing regarding this matter at its regular meeting on September 28, 2009, at 9:30 a.m. in the Commissioners' Court of the Montgomery County Courthouse, Annex III, 101 South Lawrence Street, Montgomery, Alabama.

RESOLUTION

WHEREAS, Montgomery County has a self-insured health care plan administered by BlueCross BlueShield of Alabama; and

WHEREAS, when an employee retires from Montgomery County, the employee can elect to continue to participate in the health insurance plan offered to all eligible employees and retirees; and

WHEREAS, presently all costs of the retiree health insurance and cost of living raises for retirees have been paid by the General Fund,

NOW THEREFORE BE IT RESOLVED that the Montgomery County Commission does hereby adopt this resolution, authorizing the funding of the cost of retiree health insurance, the future costs of living raises and other benefits provided to retirees be paid by the county fund that paid the benefits for the retiree, when they were active employees of Montgomery County.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 28th day of September, 2009.



Haskell Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

t. 334.264.7945 • f. 334.265.8573

www.hsy.com

T 76

M E M O R A N D U M

September 3, 2009

TO: Donnie Mims

FROM: Tommy Gallion

RE: Retiree Health Insurance Costs and COLAs

I have reviewed your memorandum dated September 2, 2009 regarding the retiree health insurance costs and the related COLAs. Based on the local and state laws to account for all revenues and expenses associated with their legislative purpose, I am of the opinion that you can change the amount presently paid in under the County's self-insured health program administrated by BlueCross BlueShield of Alabama.

First of all, I think that you should pass a resolution at a public commission meeting informing everyone of this change. Secondly, I would contact BlueCross BlueShield of Alabama to make sure they have no problems with this change.

With all of the above being satisfied, I see no reason why the cost of the retiree health insurance, the future costs of living raises, and other benefits provided to retirees cannot be funded by the County fund that paid the benefits to the active employees, as described in your memo.

50051-317
313,362

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

September 2, 2009

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Retiree Health Insurance Costs and COLAs

The County has a self-insured health care plan administered by BlueCross BlueShield of Alabama. When an employee retires from Montgomery County, the employee can elect to continue to participate in the health insurance plan offered to all eligible employees and retirees. The County (employer) portion of the annual health insurance costs for each employee/retiree is currently \$5,736 and will increase to \$5,976 October 1, 2009. For active employees, the County portion of health insurance costs is paid by the fund of the employee in which they work. **Currently, all of the costs of the retiree health insurance and cost of living raises for retirees have been paid by the General Fund instead of associating the costs with the fund that the employee retired from.**

The costs of the retiree health insurance, any future cost of living raises in retirement benefits and other benefits provided to retirees should be funded by the County fund that paid the benefits for the active employee. This would shift costs to the following funds which were established by local and state laws to account for all revenues and expenses associated with their legislative purpose:

<u>Fund</u>	<u>Source of Funding</u>
Personnel Fund	Montgomery County and the City of Montgomery
Reappraisal Fund	Montgomery County, City of Montgomery, State of Alabama, School Board
Gas Tax Fund	State of Alabama Gas Tax and Road & Bridge Fund Ad Valorem Tax
Law Library	Court fees and Donations

Please issue an Opinion by Wednesday, September 9, 2009, as to whether the costs of the retiree health insurance, future cost of living raises and other benefits provided to retirees can be funded by the County fund that paid the benefits for the active employee.

As always, thank you for your assistance.

DLM/tn

**Proposed Annual Budget
Montgomery County, Alabama
Fiscal Year
October 1, 2009 to September 30, 2010**

Presented September 14, 2009

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

**Compiled by
Donald L. Mims, CPA, Administrator
Sherrill R. Thomas, CPA, Finance Director**

ANNUAL BUDGET 2009-2010

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

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

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

	ESTIMATED	
	REVENUES	APPROPRIATIONS
General Fund	\$ 65,197,797	\$ 63,690,453
Emergency Fund	90,000	90,000
Workers' Compensation Fund	333,500	333,500
Health Trust Fund	8,328,500	8,328,500
R.E. Life Ins. Fund	60,000	60,000
Liability Fund	541,000	541,000
Gasoline Tax Fund	2,013,510	9,002,280
Public Buildings/Roads/Bridges Fund	6,350,000	-
Public Highways & Traffic Fund	500,000	-
Capital Improvement	467,500	483,000
RRR Gasoline Tax Fund	1,935,000	2,320,000
Severed Material Tax Fund	202,000	511,334
Appraisal Fund	2,842,431	2,842,431
Merit System Fund	1,042,976	1,303,720
Community Corrections	566,640	971,716
Grant Fund	2,246,464	2,446,464
Special Index Fund	237,000	322,716
G.O. Warrants - 2002 Fund	-	1,745,252
G.O. Warrants - 2007 Fund		3,545,140

TOTAL	\$ 92,954,318	\$ 98,537,506	
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ADD: BUDGETARY FUND BALANCE

General Fund	4,388,124
Gasoline Tax Fund	138,770
Capital Improvement	15,500
RRR Gasoline Tax Fund	385,000
Severed Material Tax Fund	309,334
Merit System Fund	260,744
Special Index Fund	85,716

TOTAL BUDGETARY FUND BALANCE	5,583,188		
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PROPOSED BUDGET	\$ 98,537,506	\$ 98,537,506	
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Funds included in budget:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Special Index Fund

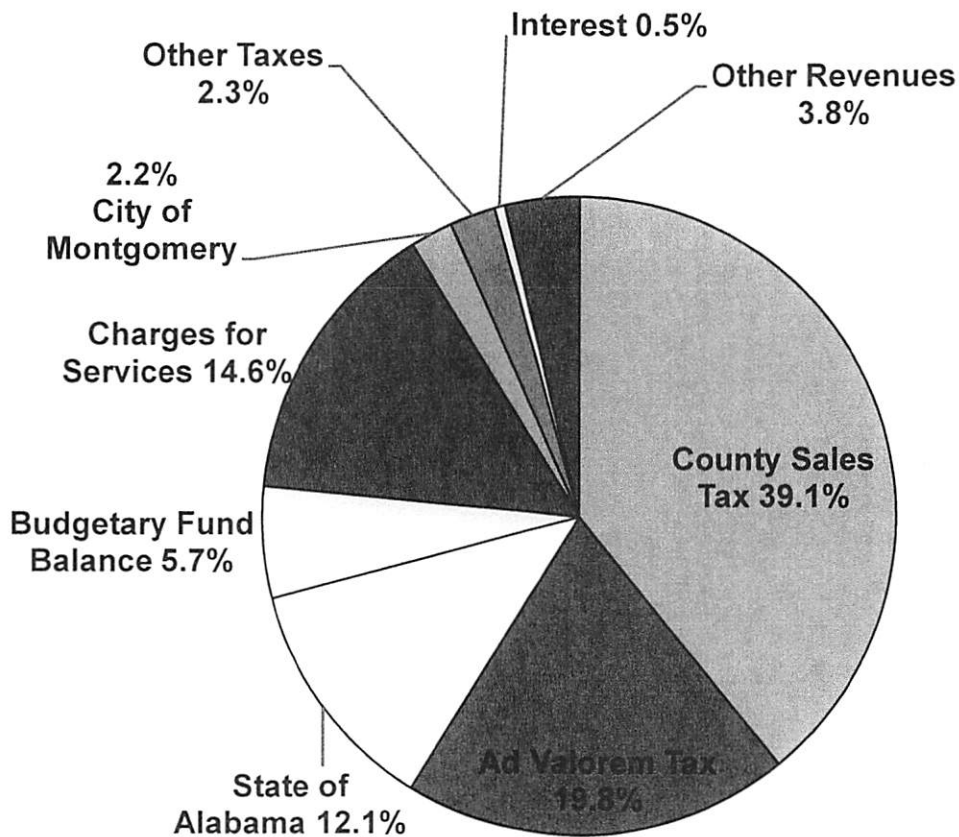
**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

FUNDS NOT INCLUDED IN OPERATING BUDGET

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

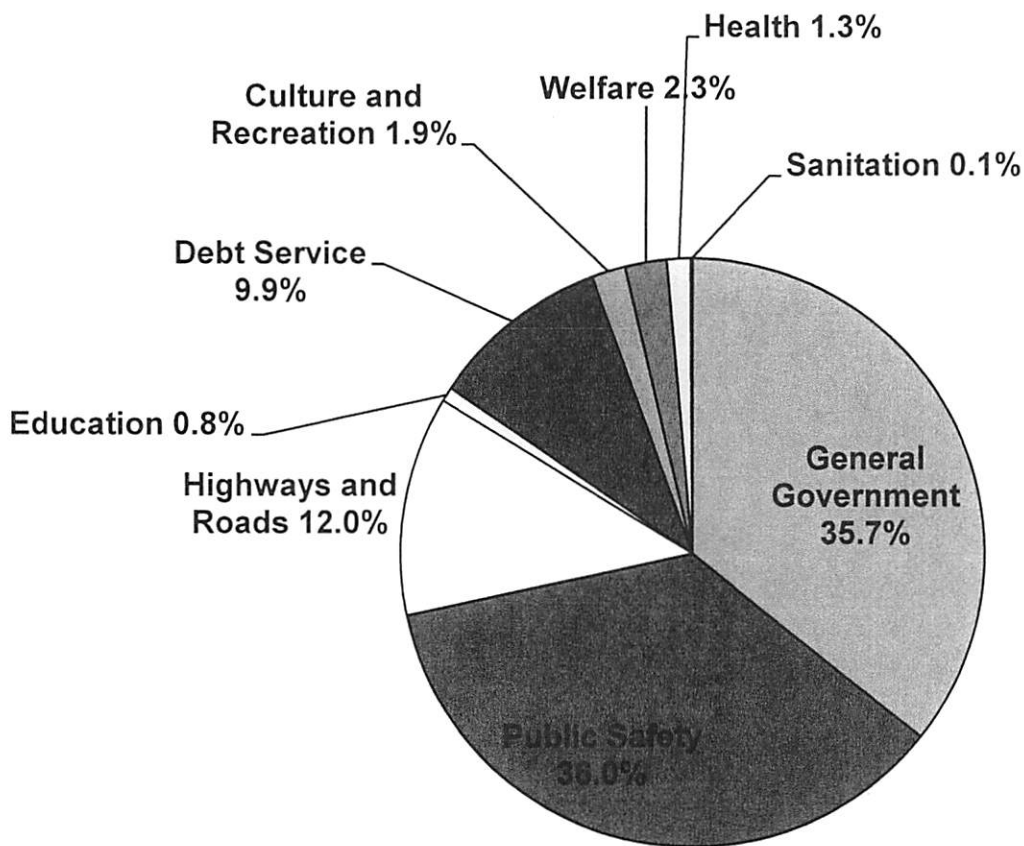
Montgomery County Commission
Estimated Revenues and Budgetary Fund Balance
2009-2010

Type	Percentage	Total
County Sales Tax	39.1%	\$ 38,500,000
Ad Valorem Tax	19.8%	19,500,000
State of Alabama	12.1%	11,874,677
Budgetary Fund Balance	5.7%	5,583,188
Charges for Services	14.6%	14,371,440
City of Montgomery	2.2%	2,158,914
Other Taxes	2.3%	2,274,200
Interest	0.5%	528,000
Other Revenues	3.8%	3,747,087
Miscellaneous		2,168,139
Licenses and Permits		505,200
Board of Education		667,643
Transfers In		360,000
Fines and Forfeitures		23,000
Federal Cost Sharing		23,105
	100.00%	\$ 98,537,506



**Montgomery County Commission
Appropriations
2009-2010**

Type	Percentage	Total
General Government	35.7%	\$ 35,171,597
Public Safety	36.0%	35,470,098
Highways and Roads	12.0%	11,833,614
Education	0.8%	775,329
Debt Service	9.9%	9,762,284
Culture and Recreation	1.9%	1,847,300
Welfare	2.3%	2,280,752
Health	1.3%	1,290,130
Sanitation	0.1%	<u>106,402</u>
	100.00%	\$ 98,537,506



**Summaries of
DEPARTMENTAL
and
FUND BUDGETS**

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

GENERAL FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 13,200,000
County Sales Tax	38,500,000
Salaries for Revenue Commissioner	129,700
County Beer Tax	200,000
County Wine Tax	4,500
Lodging Tax	1,150,000
Other Tax	790,000
TOTAL TAXES	<u>53,974,200</u>

LICENSE & PERMITS

410,200

INTERGOVERNMENTAL

State Shared Revenue	1,558,320
State Cost Sharing Revenue	2,565,752
Federal Cost Sharing	23,105
City Cost Sharing	150,000
TOTAL INTERGOVERNMENTAL	<u>4,297,177</u>

CHARGES FOR SERVICES

Court Fees	546,800
Fees & Commissions - Public Officials	4,082,500
Miscellaneous Fees & Charges	68,500
TOTAL CHARGES FOR SERVICES	<u>4,697,800</u>

FINES AND FORFEITURES

23,000

MISCELLANEOUS

Interest	227,500
Sales & Rentals	570,214
Other	637,706
TOTAL MISCELLANEOUS	<u>1,435,420</u>

TRANSFERS IN FROM OTHER FUNDS

360,000

TOTAL ESTIMATED REVENUES

65,197,797

BUDGETARY FUND BALANCE

4,388,124

TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE

\$ 69,585,921

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

GENERAL FUND

APPROPRIATIONS

GENERAL GOVERNMENT

County Commission	\$ 797,747
Risk Management	179,703
Public Affairs	106,049
Finance Department	498,100
Judges	444,703
Domestic Relations Court	3,000
Circuit Clerk	30,341
District Clerk	2,000
District Attorney	2,521,083
Pre-Trial/District Attorney	697,482
Court Reporters	205,900
Court Administrators	700
Probate Judge's Office	3,251,150
Revenue Commissioner	1,268,553
Tax and Audit Division	606,607
Support Services	3,470,787
Building Permits	34,892
Election Operating	697,417
Election Administration	425,000
Board of Registrars	267,710
Tax Equalization Board	5,815
Veterans Service Office	1,000
Forestry Commission	24,300
Central Alabama Opportunities Industrialization Center, Inc.	17,500
Envision 2020	22,500
Industrial Park Utilities/Maintenance	57,900
Industrial Development	82,650
Information Systems	1,828,094
Contingent	25,000
Unemployment Compensation	7,500
TOTAL GENERAL GOVERNMENT	\$ 17,581,183

PUBLIC SAFETY

Sheriff's Office	12,369,967
Montgomery County Detention Facility	14,397,444
Montgomery City-County Emergency Management Agency	113,200
Coroner's Office	138,780
Youth Facility	5,104,275
Youth Facility - DYS Subsidy	758,785
Youth Facility - DYS Boot Camp	699,967
Crimestoppers	7,500
Montgomery County Association of Volunteer Fire Departments	190,000
TOTAL PUBLIC SAFETY	\$ 33,779,918

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

GENERAL FUND

APPROPRIATIONS

SANITATION- Transfer Station & Storm Water Permit \$ 106,402

HEALTH

Health Department	460,797
Montgomery Area Mental Health Authority	130,000
Family Sunshine Center	47,400
VOCAL	7,500
Animal Shelter	450,000
Chemical Addictions Program, Inc.	37,500
Lighthouse Counseling Center, Inc.	28,700
Council on Substance Abuse - NCADD	20,000
Mosquito Control	51,233
Sickle Cell Foundation	15,750
Community Care Network	26,250
Red Cross	15,000

TOTAL HEALTH \$ 1,290,130

WELFARE

Transfer of Insane	8,600
Group Homes	190,000
Restor	10,000
Child Protect	5,000
Brantwood Children's Home	18,750
Montgomery Community Action Agency	48,750
Central Alabama Aging Consortium	31,600
Montgomery Area Council on Aging	48,750
Montgomery Area Food Bank	5,000
Pauper Burial	3,200
Joint Public Charity Hospital Board	85,000
Indigent Hospitalization Program	108,063
The Volunteer and Information Center, Inc.	3,750
School to Work	45,000
Department of Human Resources	131,289
Kid One Transportation	10,000

TOTAL WELFARE \$ 752,752

CULTURE & RECREATION

City - County Jointly Funded	988,496
Pike Road Library	172,350
Montgomery County Recreation Board	453,329
Boys & Girls Clubs	18,750
Boys & Girls Club - South Central Alabama	18,750
The United Community Improvement	9,375
Unified YMCA	100,000
Nat King Cole Foundation	3,750
ECHO	7,500
Alabama Shakespeare Festival	75,000

TOTAL CULTURE & RECREATION \$ 1,847,300

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

GENERAL FUND

APPROPRIATIONS

EDUCATION

City/County School Bonds	\$ 406,124
Montgomery Education Foundation	67,500
Auburn Extension Service	120,955
Montgomery Internal Medicine Residency Program (UAB)	22,500
Thelma Morris After School Program	37,500
Latchkey	42,000
YMCA Childcare Program	45,000
Partners in Education	3,750
Character @ Heart	30,000
TOTAL EDUCATION	<u>775,329</u>

CLASSIFIED BY CHARACTER ONLY

In-House Appropriations (A General Government Category)	1,049,000
In-House Appropriations-Retiree Health & Life Insurance	1,075,000
Montgomery Building Authority 2006 Capital Lease Obligation	4,471,892
Agency Appropriations (A General Government Category)	961,547
TOTAL CLASSIFIED BY CHARACTER ONLY	<u>7,557,439</u>

TOTAL APPROPRIATIONS	\$ 63,690,453
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TRANSFERS

To Community Corrections Fund	405,076
To Grant Fund	200,000
To General Obligation Warrants, 2007 Fund	3,545,140
To General Obligation Warrants, 2002 Fund	1,745,252
TOTAL TRANSFERS	<u>5,895,468</u>

TOTAL APPROPRIATIONS & TRANSFERS	\$ <u><u>69,585,921</u></u>
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EMERGENCY FUND

ESTIMATED REVENUES

MISCELLANEOUS

Interest	\$ 90,000
TOTAL ESTIMATED REVENUES	\$ <u><u>90,000</u></u>

APPROPRIATIONS

GENERAL GOVERNMENT-Miscellaneous Expenditures	\$ 90,000
	\$ <u><u>90,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

WORKERS' COMPENSATION FUND

ESTIMATED REVENUES

Workers Compensation Contributions	\$	313,000
Other reimbursements		10,000
Interest		10,500
TOTAL ESTIMATED REVENUES	\$	<u>333,500</u>

APPROPRIATIONS

Workers' Compensation Expenditures	\$	333,500
TOTAL APPROPRIATIONS	\$	<u>333,500</u>

HEALTH INSURANCE

ESTIMATED REVENUES

Premiums	\$	8,318,000
Interest		10,500
TOTAL ESTIMATED REVENUES	\$	<u>8,328,500</u>

APPROPRIATIONS

Health Care Costs	\$	8,328,500
TOTAL APPROPRIATIONS	\$	<u>8,328,500</u>

RETIRED EMPLOYEE LIFE INSURANCE

ESTIMATED REVENUES

Premiums	\$	56,000
Interest		4,000
TOTAL ESTIMATED REVENUES	\$	<u>60,000</u>

APPROPRIATIONS

Death Benefit Payments	\$	60,000
TOTAL APPROPRIATIONS	\$	<u>60,000</u>

LIABILITY

ESTIMATED REVENUES

Premiums	\$	450,000
Interest		91,000
TOTAL ESTIMATED REVENUES	\$	<u>541,000</u>

APPROPRIATIONS

Liability Ins. Costs	\$	541,000
TOTAL APPROPRIATIONS	\$	<u>541,000</u>

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUE

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

Engineer's Salary & Assistant Engineer	106,610
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MISCELLANEOUS

Interest	5,000
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Other	300,000
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TOTAL MISCELLANEOUS	305,000
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TOTAL ESTIMATED REVENUES	2,013,510
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TRANSFERS

From Public Highway & Traffic Fund	500,000
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From Public Building/Roads/Bridges	6,350,000
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TOTAL TRANSFERS	6,850,000
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Budgetary Fund Balance	138,770
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TOTAL ESTIMATED REVENUES, BUDGETARY FUND BALANCE & TRANSFERS	\$ 9,002,280
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APPROPRIATIONS

HIGHWAYS & ROADS

Construction	\$ 1,673,917
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District I	1,533,840
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District II	1,680,124
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District III	1,948,073
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County Engineer's Office	1,000,598
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County Shop	676,171
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Bridge Maintenance	484,557
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Environmental Cleanup	5,000
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TOTAL APPROPRIATIONS	\$ 9,002,280
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**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

PUBLIC BUILDING/ROADS/BRIDGES FUND

ESTIMATED REVENUES

TAXES

Ad Valorem Tax	\$ 6,300,000
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MISCELLANEOUS

Interest	<u>50,000</u>
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TOTAL ESTIMATED REVENUES

\$ <u><u>6,350,000</u></u>

APPROPRIATIONS

TRANSFERS

To Gasoline Tax Fund	\$ <u>6,350,000</u>
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TOTAL TRANSFERS

\$ <u>6,350,000</u>

TOTAL APPROPRIATIONS & TRANSFERS

\$ <u><u>6,350,000</u></u>

PUBLIC HIGHWAY & TRAFFIC FUND

ESTIMATED REVENUES

License & Permits	\$ 95,000
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State Shared Revenue	300,000
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Charges for Services	100,000
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Interest	<u>5,000</u>
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TOTAL ESTIMATED REVENUES

\$ <u><u>500,000</u></u>

TRANSFERS

Transfer to Gasoline Tax Fund	\$ <u>500,000</u>
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TOTAL TRANSFERS

\$ <u><u>500,000</u></u>

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

RRR GASOLINE TAX FUND

ESTIMATED REVENUES

STATE SHARED REVENUES

Motor Vehicle License - Act 84-186	\$ 400,000
Petroleum Inspection Fee - Act 84-185	115,000
4 cent Gasoline Tax	930,000
5 cent Gasoline Tax	455,000
Additional excise tax	30,000
TOTAL STATE SHARED REVENUES	\$ 1,930,000

MISCELLANEOUS

Interest	\$ 5,000
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TOTAL ESTIMATED REVENUES

	\$ 1,935,000
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Budgetary Fund Balance	385,000
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TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 2,320,000
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APPROPRIATIONS

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

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

ESTIMATED REVENUES

STATE SHARED REVENUE

Interest	\$ 200,000
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TOTAL ESTIMATED REVENUES	\$ 202,000
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Budgetary Fund Balance	309,334
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$ 511,334
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APPROPRIATIONS

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

ESTIMATED REVENUES

STATE SHARED REVENUES

Interest	\$ 447,000
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TOTAL ESTIMATED REVENUES	\$ 467,500
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Budgetary Fund Balance	15,500
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TOTAL ESTIMATED REVENUES AND BUDGETARY FUND BALANCE	\$ 483,000
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APPROPRIATIONS

General Government	\$ 483,000
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TOTAL APPROPRIATIONS	\$ 483,000
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**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

APPRAISAL UPDATE

ESTIMATED REVENUES

COST SHARING

State of Alabama	\$	548,631
Montgomery County		660,219
Board of Education		667,643
City of Montgomery		965,938
TOTAL COST SHARING	\$	<u>2,842,431</u>

TOTAL ESTIMATED REVENUES

\$ 2,842,431

APPROPRIATIONS

General Government	\$	<u>2,842,431</u>
TOTAL APPROPRIATIONS	\$	<u>2,842,431</u>

MERIT SYSTEM FUND

ESTIMATED REVENUES

City of Montgomery	\$	<u>1,042,976</u>
TOTAL ESTIMATED REVENUES	\$	<u>1,042,976</u>

BUDGETARY FUND BALANCE (County Funds)

\$ 260,744

TOTAL ESTIMATED REVENUES & TRANSFERS

\$ 1,303,720

APPROPRIATIONS

General Government	\$	<u>1,303,720</u>
TOTAL APPROPRIATIONS	\$	<u>1,303,720</u>

**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

COMMUNITY CORRECTIONS FUND

ESTIMATED REVENUES

Alabama Department of Corrections	\$ 370,000
Client Fees	196,640

TOTAL ESTIMATED REVENUES	\$ 566,640
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TRANSFERS

Transfer From General Fund	405,076
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TOTAL ESTIMATED REVENUES	\$ 971,716
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APPROPRIATIONS

Public Safety	\$ 971,716
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TOTAL APPROPRIATIONS	\$ 971,716
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GRANT FUND

TRANSFERS

Transfer from General Fund	\$ 200,000
Federal and State Grants	2,246,464

TOTAL TRANSFERS	\$ 2,446,464
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APPROPRIATIONS

Grant Appropriations	\$ 2,446,464
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TOTAL APPROPRIATIONS	\$ 2,446,464
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SPECIAL INDEX FUND

ESTIMATED REVENUES

Charges for Service	\$ 230,000
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MISCELLANEOUS

Interest	7,000
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TOTAL ESTIMATED REVENUES	\$ 237,000
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Budgetary Fund Balance	85,716
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TOTAL ESTIMATED REVENUES & BUDGETARY FUND BALANCE	\$ 322,716
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APPROPRIATIONS

General Government	\$ 322,716
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TOTAL APPROPRIATIONS	\$ 322,716
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**MONTGOMERY COUNTY COMMISSION
2009 - 2010 BUDGET**

GENERAL OBLIGATION WARRANTS 2002

TRANSFERS

Transfer from General Fund	\$	<u>1,745,252</u>
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TOTAL TRANSFERS	\$	<u><u>1,745,252</u></u>
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APPROPRIATIONS

Principal	\$	1,120,000
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Interest		<u>625,252</u>
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TOTAL APPROPRIATIONS	\$	<u><u>1,745,252</u></u>
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GENERAL OBLIGATION WARRANTS 2007

TRANSFERS

Transfer from General Fund	\$	<u>3,545,140</u>
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TOTAL TRANSFERS	\$	<u><u>3,545,140</u></u>
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APPROPRIATIONS

Principal	\$	1,610,000
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Interest		<u>1,935,140</u>
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TOTAL APPROPRIATIONS	\$	<u><u>3,545,140</u></u>
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**Montgomery County Commission
CONSTRUCTION PROGRAMS
2009-2010 BUDGET**

Fund: 206 - Construction Programs Fund

Expenditures

Department: 51101 - Annex I Projects

591	Other Equipment Purchases	50,000.00
	Department Total: 51101 - Annex I Projects	\$50,000.00

Department: 51102 - Annex II Projects

231	Repair & Maintenance Bldgs/Impr	126,000.00
	Department Total: 51102 - Annex II Projects	\$126,000.00

Department: 51104 - Courthouse Projects

231	Repair & Maintenance Bldgs/Impr	51,000.00
	Department Total: 51104 - Courthouse Projects	\$51,000.00

Department: 51107 - Other Construction Projects

231	Repair & Maintenance Bldgs/Impr	23,000.00
531	Improvements other than Bldgs	250,000.00
	Department Total: 51107 - Other Construction Projects	\$273,000.00

Expenditures Total **\$500,000.00**

Fund Expenditure Total: 206 - Construction Programs Fund \$500,000.00

1111 Airbase Blvd. P.O. 9219
Montgomery, Ala. 36108

**Montgomery County
Juvenile Court**

Agenda

SEP 28 2009

Memo

To: Mr. Donnie Mims

From: Bruce R. Howell



Date: 9/14/2009

Re: Grant proposal

Please place the attached Grant award from the Alabama Department of Youth Services on the agenda for the next County Commission meeting. This is the diversion grant we receive each year from DYS to go to the Cleveland Ave. YMCA. This money will be used to support their worthwhile programs for at risk youth. The efforts of the YMCA keep children from the Juvenile Court and eventually DYS institutions. Thank you for your consideration in this matter.

ALABAMA DEPARTMENT OF YOUTH SERVICES
GRANT AGREEMENT
Fiscal Year 2008 –2009

The Alabama Department of Youth Services hereby awards to

Montgomery County Commission
(Hereinafter called Recipient)

the amount of One hundred thousand and no/100 dollars (\$100,000.00).

These funds shall be utilized for the following purpose/activities:

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

The Recipient shall administer the services for which this grant is awarded, in accordance with the applicable rules, regulations and conditions as set by the Department.

The grant award contained herein is subject to the availability of funds and adjustments by the Alabama Department of Youth Services Board as it deems necessary or advisable. Nothing contained herein shall be deemed to be a debt of the State of Alabama in the contravention of the laws and constitution of the State of Alabama.

ALABAMA DEPARTMENT OF YOUTH SERVICES

BY: _____

J. Walter Wood, Jr.
Executive Director

BY: _____

Legal Review

ACCEPTANCE OF AWARD

Recipient hereby signifies its acceptance of the grant award and the terms and conditions set forth, this the _____ day of _____, 2009.

BY: _____

for: Montgomery County Commission

1111 Airbase Blvd. P.O. 9219
Montgomery, Ala. 36108

**Montgomery County
Juvenile Court**

Agenda

SEP 28 2009

Memo

To: Mr. Donnie Mims

From: Bruce R. Howell



Date: 9/22/2009

Re: Casey (JDAI) funds

Please place the attached Memorandum of Understanding on the next County Commission agenda. This is the money that we get each year from the Casey Foundation through the Administrative Office of Courts. Of the amount received \$50,000 is used to offset part of the salary of our coordinator and the remaining \$8,000 is to be applied to training. Thank you for your consideration in this matter.

**MEMORANDUM OF UNDERSTANDING
FOR LOCAL JDAI SUB-GRANT**

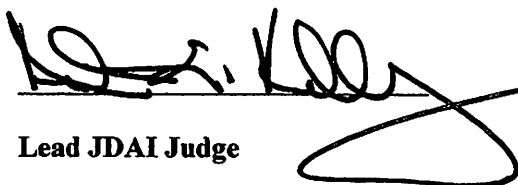
1. This memorandum is hereby entered into by and between the State of Alabama (hereinafter referred to as "the State"), acting through the Administrative Office of Courts of the Unified Judicial System of Alabama (hereinafter referred to as the "AOC"), and Montgomery County Family Court, (hereinafter referred to as the "The Court"), which hereby agrees to provide planning and implementation of detention reforms consistent with the core strategies of the Annie E. Casey Foundation's JDAI efforts.

2. In order to be timely paid by the State for such award, the Court agrees to submit to the AOC a "Request for Advance of Funds," form provided by AOC signed by the lead JDAI judge and received by the AOC on or before the 1st of October 2009, and a "Report of Use of Funds".

The Juvenile Court of Montgomery County, Alabama will be awarded a sum not to exceed \$58,000 annually beginning October 1, 2009 and ending on September 30, 2010. This fund shall included any and all expenses for the sub-grant including travel and training.

3. The Court, at all times in the performance of the sub-grant, agrees to indemnify, defend, and hold harmless all directors, officers, agents, and employees of the AOC and the officers, agents, and employees of any Alabama court for activities conducted under the auspices of the sub-grant by the Court. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this sub-grant, be enacted, then that conflicting provision in the sub-grant shall be deemed null and void. The Court's sole remedy for the settlement of any all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

4. All parties agree that this sub-grant is for a one-year period beginning **October 1, 2009 and ending September 30, 2010**; and that this sub-grant supersedes and makes void any existing agreement for the same and/or similar service for the above-stated period of time. This sub-grant may be amended at any time by mutual consent of the parties hereto, with any amendment to be invalid unless in writing and signed by all the parties. A Court's failure to provide appropriate services or comply with any provision of this sub-grant may result in the immediate termination of this sub-grant. In addition, this sub-grant may be terminated with or without cause by any party at any time after giving all parties thirty (30) days written notice.


Lead JDAI Judge

Date:

9/22/09

Recipient/Administrator for funds

Date:

Callie T. Dietz

Date:

Administrative Director of Courts

**STATE OF ALABAMA
ADMINISTRATIVE OFFICE OF COURTS
JDAI SUB-GRANT
REPORT ON USE OF FUNDS**

Date of Accounting

TO:
Hon. John W Davis, Family Court Division
Alabama Administrative Office of Courts
300 Dexter Avenue
Montgomery, Alabama 36104

Your Agency Name : Montgomery County Family Court
P.O. Box 9219 Montgomery, AL 36108

Details for Funds Used (Month and Detailed Expenditures)	Amount
JDAI Site Coordinator	\$50,000.00
Training/Travel	8,000.00
TOTAL SPENT	\$58,000.00

I hereby certify that the detailed amount is due, correct, and paid; and that said expenses are in accordance with applicable Federal and/or State of Alabama laws, and the terms and conditions of a duly executed contract/grant/agreement.

Signature _____

Printed Name _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

APPROVAL:

Signature _____

Date _____

Title _____

STATE OF ALABAMA
ADMINISTRATIVE OFFICE OF COURTS
JDAI SUB-GRANT
REQUEST FOR ADVANCE OF FUNDS

Date of Invoice
September 17, 2009

TO:
Hon. John W Davis, Family Court Division
Alabama Administrative Office of Courts
300 Dexter Avenue
Montgomery, Alabama 36104

Agency Name: Montgomery County Family Court
Address: P.O. Box 9219
Montgomery, AL 36108

Request Details	Amount
JDAI Site Coordinator	\$50,000.00
Training/Travel	8,000.00
TOTAL DUE	\$58,000.00

I hereby certify that the requested amount is due, correct, and unpaid; and that said request is in accordance with applicable Federal and/or State of Alabama laws, and the terms and conditions of a duly executed contract/grant/agreement.

Signature

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

APPROVAL:

Signature

Date

Title

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**

301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

Agenda

SEP 28 2009

DATE: September 23, 2009

TO: Donnie Mims
Montgomery County Commission

FROM: Paul H. Brown – Executive Director

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

Mr. Mims:

In its August, 2009 monthly Board Meeting, the Montgomery County Community Punishment and Corrections Authority Board met and unanimously approved for the Community Corrections Department to take over responsibility for providing Domestic Violence Education/Intervention Services to Offenders/Perpetrators referred by the Courts. The E.V.E.N. (End Violence Effectively Now) program for many years in Montgomery has been operated and funded by the Family Sunshine Center under the very capable Executive leadership of Karen Sellers, Executive Director. Fiscal realities of operating the program in a faltering local and regional economy as well as the recent departure of a key Supervisor for the program caused the Family Sunshine Center to seek an outside entity that could take on the responsibility for keeping the E.V.E.N. Program operating and financially viable. Local community leaders, elected officials and Judges supported the concept of the Community Corrections Department assuming this worthwhile program.

The Community Corrections Department is now prepared to accept clients and new referrals beginning the first week in October; the start of the Department's fiscal year. Locally, Referrals from the County District Courts, the 15th Judicial Circuit Courts, and the City of Montgomery Municipal Court may be made to the E.V.E.N. Program. The ability of the Montgomery County Community Corrections Department to assimilate E.V.E.N. into the services offered by the Department and to maintain the program with offender service fees is primarily due to the fact that the Community Corrections facility and infrastructure costs (utilities, insurance, building maintenance, support staff, etc.) are already covered in the overall operational budget of the programs presently provided. The direct access the Community Corrections Department enjoys with the Judiciary is also expected to be a contributing factor in increasing offender compliance with attendance, payment of fees, and overall program compliance, potentially resulting in greater numbers of program completions and enhanced public safety.

The Community Corrections Department has worked with the Family Sunshine Center to assimilate all of the program educators as contract staff for the Community Corrections Department. The Community Corrections Department submitted a proposed Contract for Professional Services to County Attorney Tommy Gallion and with his direction produced a final contract format which has been presented to the individual E.V.E.N. educators who expressed a

PAUL BROWN, EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL RELEASE

6-1

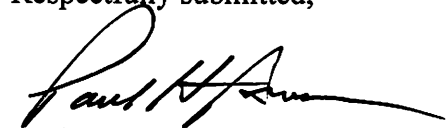
desire to contract to provide these services to the County Commission - Community Corrections Department. Individual hourly rates vary from \$20.00 to \$25.00 per hour based on each individual provider's educational attainment (relevant to the material presented) and experience with the curriculum provided.

It is important to also mention that the Family Sunshine Center Board has agreed to provide \$10,000 in funds and E.V.E.N. educator tuition as "seed support" for the initiation of program services. The Montgomery County Community Punishment and Corrections Board agreed to take on this project, provided it continues to operate without adding any cost to the overall operation of the Montgomery County Community Corrections Department. Periodic reviews of the fiscal viability of the program are required by the MCCPCA Board, the first being after 6 months of operation.

I respectfully ask that the proposed individual Professional Services Contracts for E.V.E.N. Educators be placed on the Commission Agenda for Monday, September 28, 2009 and I further recommend to the Commission that each of the Contracts for Professional Services be approved by the Commission. For reference, the following individuals have agreed to provide the aforementioned professional services at the rates indicated:

Frederick Madison	\$25.00 per Service Hour
Curtis Gage	\$25.00 per Service Hour
Elizabeth Callen	\$25.00 per Service Hour
Mary Reeves	\$25.00 per Service Hour
Regina Hall	\$20.00 per Service Hour
Stephanie Andrews	\$20.00 per Service Hour
Brenda Naftel	\$20.00 per Service Hour

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

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

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

Dated this _____ Day of _____, 2009.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

SEP 28 2009

September 22, 2009

MEMORANDUM

TO: Montgomery County Commission

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

RE: Master Services Agreement and
Statements of Work

Attached is a Master Services Agreement (MSA) and Statements of Work (SOW). These items were discussed with the Commission at the September 14, 2009 meeting by DiDi Henry, Public Affairs Manager and Louis Ialacci, Director of Information Systems. This agreement and statements were reviewed with consideration of the various departments and offices within the County.

The MSA is for assistance as needed to establish the infrastructure, architecture, design, and implementation of the Microsoft product- SharePoint System. This work is to be performed by Method Factor, Inc. Method Factory is a Certified Microsoft Gold Partner that provides a valuable benefit of extensive knowledge and experience working on Microsoft products. Method Factory also provides some of their services at no charge as part of our Microsoft Enterprise Agreement the Commission approved in October, 2006.

I am in agreement with work to be performed by Method Factory. I ask the Commission to approve this Master Services Agreement at the next Commission meeting on September 28, 2009.

JM/rw

Attachments

Interoffice Memo

Date: September 22, 2009

To: Donnie Mims

Cc: John Mitchell

From: Lou Ialacci

Re: Method Factory, Inc. MSA and SOW

I am requesting County Commission approval of the attached Master Services Agreement (MSA) and the three (3) Statements of Work (SOW) that were reviewed and discussed with the Commissioners in the September 14, 2009 work session. It was also explained that the documents have been reviewed and approved by County Attorney Tommy Gallion in his July 15, 2009 memorandum.

The MSA is for assistance as needed to establish the infrastructure, architecture, design, and implementation of the Microsoft product - SharePoint System. Method Factory is a Certified Microsoft Gold Partner that provides a valuable benefit of extensive knowledge and experience working on Microsoft products. In addition Method Factory as a Microsoft Partner provides some of their services at no cost as part of our Microsoft Enterprise Agreement that the Commission approved in October 2006. These services will assist us in reaching our objective in a timely cost effective manner.

The SharePoint System will be utilized initially for the development and implementation of a redesigned technically updated County website that has been requested by several departments. A working committee for this task has been formed consisting of the Election Director, Public Affairs Director, Chief Appraiser, District Attorney's Office, and Information Systems personnel. The goal is to provide a website that provides easy to use services and important information via the Internet for the citizens of Montgomery County.

Thank you for your support.



MethodFactory

1005 N. Orange Ave.
Sarasota, FL 34236
941.364.8161

Master Services Agreement

This Master Services Agreement (this "Agreement") is made and entered into on May 27th, 2009 (the "Effective Date"), by and between **MethodFactory, Inc.**, a Florida corporation ("MethodFactory") and the Montgomery County, AL ("Customer").

1.0 Services.

1.1 Scope. MethodFactory will provide to Customer professional services, including, but not limited to IT consulting, application development and integration services (collectively, the "Professional Services") as mutually agreed upon from time to time by MethodFactory and Customer and as set forth in written Statements of Work ("SOW") signed by all parties.

1.2 Modification. Any deviation from or modification or amendment to a SOW must be agreed to by the parties in writing, and shall include any additional fees and costs to be paid by Customer. Other than those specifically stated in the SOW(s), no other services, deliverables or products are to be performed or provided by MethodFactory to Customer. In the event of any express conflict or inconsistency between the provisions of a SOW and the provisions of this Agreement, the provisions of the SOW will govern and control with respect to the interpretation of that SOW; provided, however, that the provisions of the SOW will be so construed as to give effect to the applicable provisions of this Agreement to the fullest extent possible.

2.0 Fees and Billing.

2.1 Fees and Payment for Services and Deliverables. As consideration for the Services provided in accordance with each SOW, Customer shall pay to MethodFactory all charges set forth in each SOW (collectively, the "Charges"), which such Charges shall include, but are not limited to, fees for Professional Services and Deliverables billed based on hourly billing rates, individually quoted costs for Products and travel expenses. Such Charges will be subject to periodic adjustment by MethodFactory upon notice to Customer. The agreed-upon blended rate for professional services is \$170/hour (the "Standard Rate"); provided, however, specific agreed-upon rates set forth in a SOW shall supersede the standard rate set forth herein.

While MethodFactory will use reasonable efforts to complete its work in accordance with the estimated schedules and Charges set out in the SOW, timing and cost requirements are subject to factors beyond MethodFactory's control, including force majeure events and delays caused by third parties and Customer. MethodFactory shall not be responsible for any delays, cost overruns, or liability resulting from such factors.

2.2 Payment. Unless otherwise expressly provided in a SOW, MethodFactory will invoice Customer for Charges on an ongoing basis in arrears, with each invoice setting forth the Charges related to the actual Services provided. Unless otherwise expressly provided in a SOW, all amounts invoiced under this Agreement and each SOW, shall be payable in full by Customer within thirty (30) days of receipt of such invoice, without withholding, deduction or offset of any amounts for any purpose. Customer shall be responsible for all taxes (including sales taxes) imposed as a result of the Services. Any charges not disputed by Customer in good faith within fifteen (15) days of the receipt of an invoice therefore will be deemed approved and accepted by Customer.

2.3 Taxes. Customer shall be solely responsible for any applicable local, state and federal taxes for all Services provided by MethodFactory to Customer. Tax-exempt Customers must provide MethodFactory with proof of their exemption to avoid being charged for sales tax.



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2.4 Remedies for Non-Payment. In addition to any other remedies available to MethodFactory regarding non-payment of due invoices, MethodFactory may, in the alternative and in its sole discretion, immediately cease providing Services under any SOW and enter into good faith discussions with Customer to resolve issues or disputes regarding the nonpayment of invoices outstanding, due and payable to MethodFactory. In the event that such discussions do not lead to a mutually agreeable resolution, MethodFactory shall have the right to immediately terminate this Agreement and/or any SOW(s) there under and to recover for all Services performed and delivered prior to the date of termination. In the event Customer cancels this Agreement and/or a SOW, for any reason whatsoever, prior to MethodFactory completing the Services and/or installation of Deliverables or Product pursuant to the SOW, MethodFactory shall invoice Customer for all Services performed and any Products ordered prior to such cancellation at MethodFactory's normal hourly rate, and Customer shall pay such invoice immediately upon receipt.

3.0 Responsibility For Third Party Services, Software and Hardware.

3.1 Third Party Services. In performing and providing the Services, MethodFactory may engage third parties, including, but not limited to, software vendors, software developers, hardware providers, local and long distance carriers, alarm installers and technicians, and Customer's company personnel (collectively, the "Third Party Vendors"). Customer acknowledges and agrees that MethodFactory is not and shall not be responsible for the software, hardware, products and services of Third Party Vendors, or for delays beyond our control caused by Third Party Vendors.

If non-MethodFactory technicians or service providers are engaged by Customer to perform services in connection with the Services, Customer shall immediately notify MethodFactory, and MethodFactory shall not be liable for any damages, claims or costs due to any services done directly or indirectly by non-MethodFactory technicians or service providers.

3.2 Third Party Software. Solutions provided by MethodFactory to Customer may include third party software. If third party software is provided it is subject to the license agreement that is part of the software package. Customer agrees that it will be bound by the license agreement once the software package is opened or its seal is broken. MethodFactory does not warrant any software under this Agreement. Warranties, if any, for the software are contained in the license agreement that governs its purchase and use.

4.0 Representations, Warranties, Obligations and Indemnification of Customer.

4.1 Customer Responsibilities and Access. Customer will provide or arrange for necessary access to customer locations and systems sufficient to deliver all contracted Services. In addition, to facilitate MethodFactory's prompt and efficient completion of the Services, Customer and its officers, directors, managers, employees and agents shall cooperate fully with MethodFactory and its officers, directors, managers, employees and agents in all respects, including, without limitation, providing information as to Customer requirements, providing access to Customer's facilities and equipment/hardware on which the Deliverables are to be installed, and providing access to all necessary information regarding Customer's systems and facilities. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Deliverables.

4.2 Customer's Warranties. Notwithstanding anything contained in this Agreement or a SOW to the contrary, if the Services provided hereunder consist of Customer's request that MethodFactory provide services with respect to any third party software, Customer represents and warrants that it has the right to grant access to MethodFactory to perform such Services or has otherwise obtained all necessary consents, and agrees to indemnify, defend and hold MethodFactory harmless from and against any and



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all claims, damages, liabilities, losses and expenses (including reasonable attorneys' fees) asserted by a third party (including, without limitation, a licensor of that software) based on or arising out of alleged or actual infringement by MethodFactory of that third party's rights solely to the extent such claim is caused by the failure of Customer to have such right or obtain such consent. The preceding indemnity does not cover claims made a result of MethodFactory violating the rights granted to it by Customer or exceeding the scope of Services, whereby MethodFactory will indemnify, defend and hold Customer harmless from such claims and related damages, liabilities, losses and expenses (including reasonable attorneys' fees).

4.3 Mutual Indemnity. Each party shall protect, defend and indemnify the other and its officers, directors, employees, and agents, and hold them harmless from any and all third party claims for infringement and third party and direct claims for personal injury, death and property damage, losses, deficiencies, damages, liabilities, costs, and expenses in connection therewith (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by the indemnitee to the extent caused by the indemnifying party's negligent acts or omission, misrepresentations and willful misconduct. For any indemnity hereunder, the indemnitee shall provide the indemnifying party with prompt written notice of any such claims, reasonable cooperation in the defense of any such claims and the right to settle (without imposition of liability or constraint on the indemnitee) and defend any such claims.

5.0 Representations, Warranties and Obligations of MethodFactory.

5.1 Performance of Services. MethodFactory warrants that its personnel shall perform the Services in a good and workmanlike manner in accordance with the applicable SOW, and will obtain necessary permits and licenses to install the Deliverables.

5.2 Application Development and Integration Services Limited Warranty

Unless otherwise extended by a SOW, MethodFactory warrants that for a period of thirty (30) days from acceptance, the Deliverables will operate in substantial conformance with the specifications set forth in the applicable SOW. All warranty claims by Customer pursuant to this Section 5.2 not made in writing and delivered to MethodFactory within such thirty (30) day period shall be deemed waived by Customer. As the sole and exclusive remedy of Customer for breach of the foregoing warranty, MethodFactory shall correct the nonconformity. The warranty provided in this Section 5.2 is solely for the benefit of Customer, and Customer shall have no authority to extend such warranty to any third party. This warranty is contingent on the proper installation and use of the Deliverables on the equipment identified in applicable SOW and proper performance of third party software and hardware. MethodFactory shall not be liable for failures caused by third party hardware and software (including Customer's own systems), misuse of the Deliverables, or the negligence or willful misconduct of Customer.

5.3 General Warranty Disclaimer. Except as otherwise expressly provided in this agreement, the professional services, deliverables and products are provided "as is," and without warranty of any kind. Except as provided in section 4.2, 5.1 and 5.2, MethodFactory and customer disclaim all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, quality of information, quiet enjoyment, and fitness for a particular purpose. Except as expressly set forth herein or in a SOW, MethodFactory does not warrant that the professional services, deliverables and products will meet customer's requirements, or that the deliverables and products are compatible with any particular hardware or software platform, or that the operation of the deliverables and products will be uninterrupted or error-free, or that defects in the deliverables or products will be corrected. Furthermore, MethodFactory does not warrant or make any representation regarding the use or the results of the use of the deliverables. No oral or written information or advice given by MethodFactory or MethodFactory authorized representatives shall create a warranty or in any way increase the scope of the warranties contained in this section.



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5.4 Third Party Disclaimer. MethodFactory makes no warranty of any kind, whether express or implied, with regard to the third party content or any third party product, including, but not limited to, equipment, hardware and software obtained from third parties (collectively, the "third party items"). MethodFactory expressly disclaims all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, quality of information, quiet enjoyment except to the extent MethodFactory provides a license to customer, fitness for a particular purpose, and except to the extent MethodFactory provides a license to customer, title and non-infringement with regard to the third party items.

5.5 Limitation of Liability. In no event shall MethodFactory be liable to customer or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of data, or loss of business information) arising out of or connected in any way with MethodFactory's performance under this agreement or under any SOW, or use of or inability to use the deliverables and/or products, if any, or for any claim by any other party, even if MethodFactory has been advised of the possibility of such damages. MethodFactory's total liability to customer for all damages, losses, and causes of action (whether in contract, tort, or otherwise) shall not exceed the amount of the charges actually paid by customer to MethodFactory during the three (3) months prior to the event giving rise to liability. Notwithstanding the foregoing, MethodFactory shall not be liable for defects in or failures of third party products, including, but not limited to equipment, hardware and/or software, or for defaults by, or defects in services rendered by, third parties. This limitation of liability shall apply even if the express warranties set forth above fail of their essential purpose.

6.0 Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of all obligations of MethodFactory and Customer under this Agreement and all related SOW(s).

6.2 Termination. This Agreement, collectively with the related SOW(s), may be terminated by either party without cause by giving the other party thirty (30) days prior written notice. In addition, this Agreement and/or any duly executed SOW may be terminated by MethodFactory immediately in the event Customer fails to perform its obligations or breaches any provision of this Agreement, including, but not limited to, Customer's failure to make any required payment for Services hereunder. In such event, MethodFactory shall have the right to terminate this Agreement and all SOWs there under forthwith and to recover for all Professional Services performed and/or Deliverables and Products ordered and/or delivered to Customer prior to the date of termination. Customer shall be liable for all costs of collection including reasonable attorney's fees incurred by MethodFactory to enforce its rights under this Agreement.

6.3 Effect of Termination. Upon termination of this Agreement for any reason: (a) Customer shall promptly pay all amounts payable to MethodFactory for Services rendered and reimbursable out-of-pocket expenses incurred up to the date of termination; and (b) each party shall return or destroy, at the direction of the other party, all the other party's Confidential Information in its possession.

7.0 Confidentiality.

7.1 Scope of Obligation. In connection with the Services performed under this Agreement, the parties may have access to the other party's Confidential Information. "Confidential Information" means non-public information which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may



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include business methods, concepts, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

7.2 Exceptions. Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates, free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (c) is received by the receiving party from a third party without any restriction on confidentiality; (d) is independently developed by the receiving party or its affiliates; (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (f) is approved for release by prior written authorization of the disclosing party.

7.3 Residual Rights. Customer acknowledges that MethodFactory may, as a result of its receipt of or exposure to Customer's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, MethodFactory and its directors, employees, agents or contractors may use and disclose such knowledge and experience in its business, so long as such use or disclosure does not involve specific Confidential Information received from Customer.

7.4 Irreparable Harm. Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

7.5 Survival. The terms and provisions of this Section 7 shall survive any expiration or termination of this Agreement.

8.0 Ownership of Work Product.

8.1 General. All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by MethodFactory during the course of performing the Services shall belong to Customer unless this Agreement is terminated by MethodFactory for Customer's material breach of this Agreement or failure to make payments to MethodFactory. MethodFactory hereby grants to Customer a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Customer's internal business purposes, the object code form of any application software programs or other work product created by MethodFactory in performing the Services.

8.2 Development Tools. Notwithstanding anything to the contrary in this Agreement, MethodFactory will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Services which are based on trade secrets or



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proprietary information of MethodFactory or are otherwise owned or licensed by MethodFactory. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require MethodFactory or Customer to violate the proprietary rights of any third party in any software or otherwise.

8.3 Further Assurances. MethodFactory and Customer agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence or effect the transactions contemplated by this Section 8.

8.4 Survival. The provisions of this Section 8 will survive the expiration or termination of this Agreement and each SOW for any reason.

9.0 Right to Engage in Other Activities.

Customer acknowledges and agrees that nothing in this Agreement or any SOW will impair MethodFactory's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for MethodFactory similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement or any SOW, unless expressly provided for to the contrary in a SOW and subject to its confidentiality obligations hereunder.

10.0 Non-Solicitation.

During the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement and all applicable SOWs, Customer hereby agrees that Customer will refrain from and will not, directly or indirectly, as an independent contractor, employee, consultant, agent, partner, joint venturer, or otherwise, solicit, request or engage in any conversation with any of employees of MethodFactory regarding terminating their employment with MethodFactory and entering into employment with Customer or for any other person or entity employing Customer or in which Customer has any interest. If this condition is breached, Customer agrees to compensate MethodFactory with a sum equal to four (4) times the average monthly salary received by such individual during the last six (6) months which the individual was employed by MethodFactory.

11.0 Independent Contractor.

It is specifically agreed that the relationship of the parties hereto shall be that of customer and independent contractor, and not that of an employer-employee. Therefore, the parties specifically agree that Customer shall have the right of control only to the extent of determining the results to be accomplished by MethodFactory, but not as to the details and means by which those results shall be accomplished. MethodFactory shall not be considered an employee for federal income tax purposes.

12.0 Arbitration

Except for collection actions for payment of charges and for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any controversy or claim arising out of or relating to this Agreement or to its breach shall be settled by arbitration by a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association, pursuant to an arbitration held in Montgomery County, Alabama and judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its attorney's fees and costs incurred in connection with any action, proceeding or arbitration hereunder.



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13.0 Assignment.

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

14.0 Governing Law.

This Agreement and each SOW shall be governed by and construed in accordance with the laws of the State of Alabama.

15.0 Notice of Service.

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or confirmed facsimile, or mailed by registered or certified mail with postage prepaid to MethodFactory or Customer to the address listed below, or to such other person or address as MethodFactory or Customer shall furnish to the other party in writing.

If to MethodFactory:

MethodFactory, Inc.
Attn: James Williamson
1005 N. Orange Ave.
Sarasota, FL 34236
Facsimile: (941) 365-6742

If to Customer:

16.0 Entire Agreement and Modifications

Each party acknowledges that it has read this Agreement and the SOWs attached hereto, and further agrees that this Agreement and the SOWs made a part hereof are the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any customer request for proposal or the standard printed terms on any Customer purchase order. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. No modification, amendment, supplement to or waiver of a SOW shall be binding upon the parties hereto unless such is made in accordance with the provisions of Section 1.0.



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17.0 Severability.

In the event any one or more of the provisions of this Agreement or of any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

18.0 Force Majeure.

MethodFactory shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake, hurricane or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

19.0 Agreement Headings and Numbering.

Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings and the text of the Agreement, the text shall control.

20.0 Execution of Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be considered and original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Acknowledged By: _____
("Customer")

Acceptance By _____
Steve Walter - MethodFactory

Dated: _____

Appendix A – Client Set-up Form

Organization name	Montgomery County Alabama Government
Billing Address	
City State Zip	
Billing contact	
Phone	
E-mail	



1005 N. Orange Ave.
Sarasota, FL 34236
941.364.8161

Statement of Work: **MOSS 2007 Infrastructure Architecture Design and Implementation**

Client Name: Montgomery County, AL
Project Name: MOSS 2007 Infrastructure Architecture Design and Implementation
Proposal Number: MON2009_03
Date Prepared: 6/29/2009

Description

Design and implement a medium SharePoint server farm which will be used in a production-grade capacity to serve the organization's public facing internet website (www.mc-ala.org) and intranet website. This project estimation assumes a co-development task plan with MethodFactory and Montgomery County IT staff responsible for discrete tasks. The task plan will be developed and agreed upon during the architecture planning phase and before any implementation work begins.

This project assumes that Montgomery County IT staff will provide servers and access per the specifications documented during the planning phase. This includes:

- Virtualized web/application servers
- SQL server(s)
- SAN access

This project assumes that MethodFactory will perform most/all of the tasks associated with the set-up / configuration of the SharePoint Server Farm. MethodFactory will provide as much technical knowledge transfer / training as is practically possible within this engagement.

Effort allocations

The following effort allocations are estimated. The allocations may be modified during the planning phase based on optimal use of resources. However, the total effort estimate will not change.

- Planning / documentation 26 hours
- Architecture implementation 32 hours
- Documentation / training 16 hours

Activities

The following high level activities are included in this statement of work.

- Engage: SharePoint 2007 Architecture – internet & intranet considerations
- Kickoff
- MF develops first pass architecture recommendations based on
 - o Medium farm plan
 - o Internet storage & traffic estimates
 - o Intranet storage & user estimates
 - 2-3 TB storage
 - 450 AD users
 - o Services to be used in Phase 1
- MF & MC review and revise



MethodFactory

1005 N. Orange Ave.
Sarasota, FL 34236
941.364.8161

- MF develops joint task plan for the provisioning and customization of the SharePoint 2007 environment
- MF & MC IT staff work the plan and MF provides knowledge transfer along the way
- MF provides formal documentation & training as determined during planning, based on available time.

Total Effort74 Hours
Total Cost\$12,580

If on-site activities are requested, travel expense will be reimbursed by Montgomery County, based on the following estimates:

Airfare:

2 Tickets \$320.00

Car:

2 Day Car Rental \$100.00

Hotel:

2 Nights x 2 \$500.00

Meals:

2 persons @ \$40/day \$160.00

* Note: Travel expenses are estimated based on current internet pricing. Actual travel expenses will be invoiced following billing.

Payment terms: Net 30

Approval of Statement of Work:

	Montgomery County, AL	MethodFactory
Name:	Lou Ialacci	Steve Walter
Title:	CIO	Partner
Date:		
Signature:		



MethodFactory

1005 N. Orange Ave.
Sarasota, FL 34236
941.364.8161

Statement of Work: **MOSS 2007 Information Architecture Planning**

Client Name: Montgomery County, AL
Project Name: MOSS 2007 Information Architecture
Proposal Number: MON2009_04
Date Prepared: 6/29/2009

Description

Provide website planning services to the Montgomery County public website project stakeholders so that technical requirements are determined and documented in sufficient detail to ensure a successful website template development project may be delivered.

Activities associated with this project build on the previously provided 'Website Planning Guide' and include:

- Website organization (taxonomy) recommendations
- Navigation recommendations
- Inventory, documentation and intended use of all website common elements and controls
- Inventory, documentation and intended use of all desired website templates
- Documentation of organization brand standards and graphic design direction/preferences
- Formal requirements for outsourced graphic design assistance
- Graphic design consultant management

This project assumes that the Montgomery County public website project stakeholders are the same parties that attended the recent 3 day MOSS Architecture Workshop and that the stakeholders can quickly reach consensus on key discussion points like website organization, graphic design preferences, etc. The stakeholders demonstrated a willingness to work towards a common direction during the recent 3 day MOSS Architecture Workshop.



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941 364.8161

Total Effort24 Hours
Total Cost\$4,080

If on-site activities are requested, travel Expense will be reimbursed by Montgomery County, based on the following estimates:

Airfare:

2 Tickets \$320.00

Car:

2 Day Car Rental \$100.00

Hotel:

2 Nights x 2 \$500.00

Meals:

2 persons @ \$40/day \$160.00

* Note: Travel expenses are estimated based on current internet pricing. Actual travel expenses will be invoiced following billing.

Payment terms: Net 30

Approval of Statement of Work:

	Montgomery County, AL	MethodFactory
Name:		Steve Walter
Title:		Partner
Date:		
Signature:		



MethodFactory

1005 N. Orange Ave.
Sarasota, FL 34236
941.364.8161

Statement of Work: **MOSS Customization**

Client Name: Montgomery County, AL
Project Name: MOSS Customization
Proposal Number: MON2009_05
Date Prepared: 8/6/2009

Description

Provide MOSS template development and application customization services to the Montgomery County public website project stakeholders, based on the requirements documented below.

Sitemap

The sitemap represents the organizational structure of the website. The sitemap is a collection of folders (subsites) and pages. To follow is a draft sitemap for MC-ALA.org

MethodFactory will build out stub pages and team sites based on the site maps provided below.



MethodFactory

1005 N. Orange Ave.
Sarasota, FL 34236
941.364.8161

Statement of Work

**MON2009_05A MOSS Customaization - Phase 1 – Content management
foundation implementation**

Total Effort 80 Hours

Total Cost.....\$12,400

**MON2009_05B MOSS Customaization - Phase 2 – Templating & webpart
development**

Total Effort 105 Hours

Total Cost.....\$16,275

Payment terms: Net 30

Approval of Statement of Work:

	Montgomery County, AL	MethodFactory
Name:		Steve Walter
Title:		Partner
Date:		
Signature:		

MON2009_05

7-16

ELTON N. DEAN, SR.
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A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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Agenda

SEP 28 2009

September 22, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

SUBJECT: Contract for External Audit Services

Attached is a contractual agreement for external audit services between Rivertree Systems and the Montgomery County Commission. The new contract will run October 1, 2009 through March 31, 2011.

Rivertree Systems' audit services have been very cost effective in past years. Their past audits have yielded over a 4 to 1 ratio of revenue to costs. This has brought additional audit revenue to the County at over \$1.7 million. We would like to continue this successful relationship using their services.

This item was discussed at a previous Commission meeting during the working session. I ask the Commission to approve this item at the next Commission meeting on September 28, 2009.

JAM/rw

Attachments

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2009
between the Montgomery County Commission ("COUNTY") AND Rivertree Systems, Inc.
("RIVERTREE").

WITNESSETH:

WHEREAS, The COUNTY is in need of an agent capable of performing certain tax compliance and enforcement services specifically including auditing services; and

WHEREAS, RIVERTREE has met, as of the above date, the requirements under the "The Local Tax Procedures Act of 1998"; and

WHEREAS, the COUNTY and RIVERTREE desire to enter into Agreement under which RIVERTREE shall provide such services for the COUNTY as are set forth herein and in accordance with the Code of Alabama "Local Tax Procedures Act of 1998".

NOW, THEREFORE, in consideration of the foregoing premises and the covenants of the parties hereinafter set forth, the COUNTY and RIVERTREE hereby agree as follows.

1. Services/Scope.

During the term of this Agreement, RIVERTREE agrees to perform tax compliance and enforcement services for some designated portion of businesses within the Montgomery County Tax & Audit Department universe of non-property taxpayers as assigned or approved by the COUNTY Revenue Manager. That tax universe shall include sales, consumers use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such tax compliance and enforcement services will be in conformance with the Alabama Taxpayers' Bill of Rights Act and Uniform Revenue Procedures Act codified as Title 40, Chapter 2A, Code of Alabama 1975, as amended. The audit plans for the various taxes will be determined for compliance with the rules and regulations that govern each of the respective taxes.

Audit services will include investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax and franchise ordinances of the COUNTY. If any taxes are owed to the COUNTY, RIVERTREE shall issue assessments as provided by Code of Alabama §40-2 A-7. Collection services will be infrequent and will be performed on taxpayer accounts specified/approved by the COUNTY Revenue Manager.

All taxpayer information is confidential and may not be used by RIVERTREE outside the scope and performance of this contract. All working papers, reports and supporting schedules produced under this contract are the property of the COUNTY and each such document shall be given to the COUNTY Revenue Manager with the completion of each audit/assignment. All such documents may be shared with other tax jurisdictions with an Information Sharing Agreement with the COUNTY.

The COUNTY will provide generic letters of authorization and introduction of RIVERTREE as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer that requests one.

2. Conditions of Work.

It is understood that RIVERTREE may employ a broad range of means, methods, and conditions of work with prior approval by the COUNTY Revenue Manager, so long as such remain consistent with established and acceptable business practices for professional auditors. RIVERTREE may devote such time and effort as it deems appropriate to perform the services enumerated in paragraph One (1) above, but shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RIVERTREE at the maximum rate of \$75.00 per hour. RIVERTREE personnel who have attained status as Certified Revenue Examiners (CRE) or Certified Public Accountants (CPA) shall be paid at \$75.00 per hour. If applicable, audit assistants or collectors who are not so certified, but require the oversight of a RIVERTREE CRE/CPAs, shall be paid at a \$25.00 per hour rate.

(b) It is understood that RIVERTREE shall pay all local travel and other expenses incurred in the performance of all audits performed by RIVERTREE or anyone in its employment. It is further understood that RIVERTREE shall be paid a per diem rate and mileage rate as and when allowed under §40-2A-6(d) for the COUNTY to assess and collect from the taxpayer.

(c) All revenue generated by audits or other assigned compliance and enforcement services shall be received by RIVERTREE in the form of a check, each being payable to the MONTGOMERY COUNTY COMMISSION and shall be forwarded, along with appropriate and applicable correspondence and work papers, as directed by the COUNTY Revenue Manager, to the COUNTY as soon as possible.

(d) RIVERTREE shall submit invoices to the COUNTY. Billing Invoices shall include a breakout of applicable RIVERTREE staff for hours worked on each of the billed audit or other compliance/enforcement assignments. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

(e) RIVERTREE shall not begin work on a project until it has received authorization to do so from the COUNTY.

4. Term of Agreement.

The term of this Agreement shall commence on OCTOBER 1, 2009 and shall continue in effect THROUGH MARCH 31, 2011, or until canceled by either the COUNTY or RIVERTREE upon sixty (60) days prior written notice of cancellation.

5. Assignment.

RIVERTREE may not assign its rights or obligations under this agreement without the prior written consent of the COUNTY.

6. Binding Effect.

This agreement shall be binding upon the parties, and their respective successors and assigns.

7. Governing Law.

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama.

8. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RIVERTREE and the COUNTY, 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. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to commence such mediation with thirty (30) days of the filing of the request. 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.

9. Final Dispute Resolution.

Disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama between the COUNTY and RIVERTREE.

10. Entire Agreement.

This agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements and may only be modified, altered, or amended in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first set forth above.

MONTGOMERY COUNTY COMMISSION

RIVERTREE SYSTEMS, INC.

By: _____

Elton N. Dean, Sr, Chairman

By: _____

David Wages, President

Date: _____

Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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MONTGOMERY, ALABAMA 36102-1667

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Agenda

SEP 28 2009

September 22, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Workers' Compensation Actuarial Services

As I discussed in the September 14, 2009 Commissioner's meeting, we are required by the Alabama Workers Compensation Law to have our workers compensation claims reviewed by an actuary. The requirement is once every three years, and our last review was on September 30, 2006. In the past, we have utilized the services of Danny Allen with Allen Consulting. I have attached his consulting agreement. The cost for his services and report are \$2,000. I am requesting that you place this item on the next agenda for the Commission's approval.

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

CONSULTING AGREEMENT

The Montgomery County Commission, hereinafter referred to as "Client," and Allen Consulting, hereinafter referred to as "Consultant," intending to be legally bound, hereby agree as follows:

Consultant shall perform the following for Client:

- 1) Analyze Client's historical self-insured workers' compensation loss experience and estimate outstanding liabilities for loss and allocated loss adjustment expense;
- 2) Issue an actuarial report that will meet the current requirements of the Alabama Department of Industrial Relations.

Consultant shall be paid the sum of \$2,000 by Client as and for said services described herein.

Client will supply needed historical data in a reasonable format. If format of supplied data requires extensive data input, then Consultant is not bound by cost estimates. If Client desires, Consultant will travel to Client's offices to discuss the final actuarial report at the Consultant's standard hourly rate plus travel expenses.

Consultant shall not be supervised by Client but shall proceed to accomplish the services hereunder in whatsoever manner deemed appropriate within the scope of this Agreement. Client is aware that Consultant may have other clients and jobs that he is working on simultaneously with this job.

In no event shall this Agreement constitute an employment Agreement, and Consultant shall be considered only as an independent Consultant and not as an employee, agent, partner, or joint venturer of Client.

Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance; or any similar type of payment for Consultant or any employee thereof; and shall hold Client harmless from any and all such payments.

Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration in accordance with the rules of the American Arbitration Association. Judgement of any award determined by the arbitrators may be entered in the appropriate court having jurisdiction.

In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation (whether by court or arbitration) shall be entitled to the costs

thereof, including reasonable attorneys' fees.

Client:

Montgomery County Commission

Date

Consultant:

Allen Consulting

Date

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Memorandum of Agreement – Sharing of On-Site Primary Care Clinics

On September 14th, I discussed with the County Commission the agreement between the County Commission and the City of Montgomery related to the sharing of on-site primary care clinics. This agreement has been reviewed by Thomas Gallion and signed by Mayor Todd Strange.

I have attached this agreement for the Commission's review. I am requesting that you place this item on the next agenda for the Commission's approval.

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

MEMORANDUM OF AGREEMENT – SHARING OF ON-SITE PRIMARY CARE CLINICS

between

THE MONTGOMERY COUNTY COMMISSION

and

THE CITY OF MONTGOMERY ALABAMA

This is an Agreement executed by and between the Montgomery County Commission (hereinafter referred to as “County”) and the City of Montgomery, Alabama, (hereinafter referred to as “City”) this the 21 day of September, 2009.

Whereas, there is a recognized need to promote wellness by the City and the County through the provision and management of on-site primary care clinics for participants of the respective healthcare plans, the City and the County hereby enter into this Agreement effective October 1, 2009.

Now, therefore, the City and the County intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. Location of the Clinics

The location of the Primary Care Clinics to be used by the participants of the City and County Healthcare Plans are as follows:

- A. 300 South Hull Street, Montgomery, Alabama
- B. 4725 Mobile Highway, Montgomery, Alabama

II. Responsibility of the County

The County will assume the utility, property / lease and insurance costs associated with the building located on 300 South Hull Street, Montgomery Alabama.

III. Responsibility of the City

The City will assume the utility, property / lease and insurance costs associated with the building located on 4725 Mobile Highway, Montgomery Alabama.

IV. Cost of Medical Supplies, Equipment and Personnel of the On-Site Clinics

The cost of medical supplies, equipment and personnel will be based on utilization of the clinics and is specified in a separate agreement with the Management company.

V. Term

The term of this Agreement shall begin on October 1, 2009, and continue for a three year period. At the end of that period the Agreement will automatically renew with mutual agreement of the City and the County.

VI. Indemnification

The City and the County agree to hold each other harmless from any liability that may occur in the performance of its duties pursuant to this Agreement.

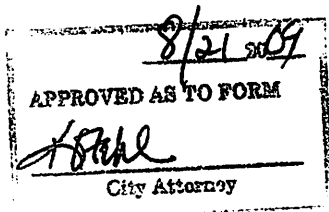
VII. Termination

The City or the County may terminate this Agreement at any time for any reason upon (90) days prior written notice to the other party.

The Agreement may also be terminated by the mutual agreement of the parties hereto upon execution of a writing evidencing their intention to terminate said Agreement

VIII. Controlling Law

The Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama. This Agreement may not be altered or amended except in writing signed by the parties in Agreement.



THE CITY OF MONTGOMERY

By: Todd Strange
Todd Strange, Mayor

Date: 8/21/09

MONTGOMERY COUNTY COMMISSION

By: _____
Elton Dean, Chairman
Montgomery County Commission

Date: _____



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

f. 334.264.7945 • t. 334.265.8573

www.hsy.com

M E M O R A N D U M

September 2, 2009

TO: Donnie Mims
FROM: Tommy Gallion

TT6

RE: On-Site Clinics
Memorandum of Agreement with City of Montgomery

I have reviewed your September 2, 2009 memorandum, the August 31, 2009 memorandum from Scott Kramer to you and the Memorandum of Agreement – Sharing of On-Site Primary Care Clinics between The Montgomery County Commission and The City of Montgomery Alabama.

It is my legal opinion that the agreement is legal and binding upon the parties and I do not have any changes.

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

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10-4

ELTON N. DEAN, SR.
CHAIRMAN

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VICE CHAIRMAN

DIMITRI POLIZOS
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Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Life Insurance Policy Renewal

The Life Insurance premium for the coming year from October 1, 2009 through September 30, 2010 will be based on rates of \$.15 per \$1,000 of insurance. In addition, the Accidental Death and Dismemberment rates will be \$.02 per \$1,000 of insurance. The projected annual cost will be \$68,162. These rates represent the second year of a three year guarantee and were secured with John Dorough of Harmon Dennis Bradshaw, Inc. Symetra Life, will be the insurance carrier of this coverage. I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.
Shirley Bazzell



Harmon Dennis Bradshaw, Inc.

Insurance Brokerage and Risk Management

September 8, 2009

Montgomery County Commission
Mr. Scott Kramer, Risk Manager
125 Washington Avenue
P.O. Box 1667
Montgomery, Alabama 36102

RE: Montgomery County Commission –Group Life Insurance Status

Scott:

Thank you for your call last week. Per our discussion, the Montgomery County Commission Group Life Insurance Program is currently in the 1st year of a 3 year rate guarantee that runs from 10-01-2008 to 10-01-2011. The insurance provider is Symetra Life Insurance Company.

The current life insurance rate is \$0.15 per \$1,000 of coverage

The current AD&D rate is \$0.02 per \$1,000 of coverage

Thank you again for the opportunity to work with you to secure this coverage.

Please give me a call with any questions.

Sincerely,

John W. Dorrough, III
Manager, Individual and Employee Benefits Department
Harmon Dennis Bradshaw, Inc.

Harmon Dennis Bradshaw, Inc.

7115 Halcyon Summit Drive, 36117 | Post Office Box 241667 | Montgomery, Alabama 36124-1667 | tel 334.273.7277 fax 334.273.9197

11-2

ELTON N. DEAN, SR.
CHAIRMAN

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VICE CHAIRMAN

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Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Blue Cross Blue Shield Health, COBRA, Dental and Workers Comp Insurance Renewal

I have enclosed the Blue Cross Blue Shield (BCBS) Health and Dental Insurance renewal letter for fiscal year October 1, 2009 through September 30, 2010. The negotiated administrative fees will be \$36.50 per contract per month for health and \$1.70 per contract per month for dental which is the same rate as the previous two years. Worker's Compensation fees will remain at 8.4% of paid claims.

The COBRA rates for Health only will be:

1. Single - \$497
2. Family - \$848

The COBRA rates for Health and Dental will be:

1. Single - \$513
2. Family - \$904

The Worker's Compensation medical administrative fees will remain at 8.4% of paid claims which is the same rate as the previous five years. I am requesting that you include this renewal at the next County Commissioner's meeting for their consideration of approval.

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



**BlueCross BlueShield
of Alabama**

August 25, 2009

Montgomery County Commission
Attn: Scott Kramer
100 South Lawrence Street
Montgomery, AL 36104

Dear Scott:

The Blue Cross and Blue Shield of Alabama Administrative Fee will remain \$36.50 per contract per month for Health and \$1.70 per contract per month for Dental. Worker's Compensation will remain at 8.4% of paid claims. This will be effective October 1, 2009- September 30, 2010.

Benefit Changes Effective January 1, 2010

Outpatient Hospital Facility

\$150 Co-pay - Surgery

\$150 Co-pay – Medical Emergency

\$100 Co-pay – Accident In and Out of Network

Inpatient Hospital

\$300 In-Network/ \$600 Out of Network

Additional \$50 co-pay on day 3

Major Medical Deductible

\$300

Vision Benefit

\$125/ member

4465 Park Boulevard Montgomery, Alabama 36116-1626

An Independent Licensee of the Blue Cross and Blue Shield Association

12-2

Physician Co-pay

\$30 Co-pay - Primary Care

\$40 Co-pay - Specialists

Prescription Benefit

\$50 annual deductible

\$10 Co-pay - Generic

\$40 Co-pay - Preferred Brand

\$60 Co-pay - Non-Preferred Brand

Cobra rates:

Health Only:

Single: \$497 and Family: \$848.

Health and Dental:

Single: \$513 and Family: \$904.

Please sign below indicating your acceptance of these fees and that Montgomery County Commission will be renewing with Blue Cross and Blue Shield of Alabama.

Signature: _____

Please let me know if you have any questions.

Sincerely,

Nora Boyd

Senior Account Executive Coordinator

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

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Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Excess Health Insurance Renewal

The Excess Health Insurance premium for fiscal year October 1, 2009 through September 30, 2010 will be based on rates of \$4.27 for single coverage and \$10.37 per family coverage with a \$375,000 deductible. These rates represent a 9% increase from the current year.

These rates were secured through Bob Reynolds, a broker with McGriff, Siebels and Williams with OptumHealth. I am requesting that you place this item on the next agenda for the Commission's approval.

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

Montgomery County Commission

Stop Loss Options Market Summary \$375,000 Specific Deductible Effective October 1, 2009				
Benefits	Enrollment	OptumHealth (Current)	OptumHealth	Mutual of Omaha
Specific Deductible		\$350,000	\$375,000	\$375,000
Contract Period		24/12	36/12	24/12
Maximum Limit of Liability		\$1,650,000	\$1,625,000	\$1,625,000
Benefits Covered		Medical and Rx	Medical and Rx	Medical and Rx
Specific Premium/Single	704	\$3.92	\$4.27	\$5.18
Specific Premium/Family	412	\$9.54	\$10.37	\$11.22
Estimated Monthly Premium		\$6,690.16	\$7,278.52	\$8,269.36
Estimated Annual Premium		\$80,281.92	\$87,342.24	\$99,232.32
Annual Savings		N/A	+\$7,060	+\$18,950
Percentage Savings		N/A	+9%	+24%

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
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MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1818

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Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Excess Liability Insurance Renewal

The excess liability insurance premium for the coming year from October 1, 2009 through September 30, 2010 is \$127,373. This amount is based on the same rates as the previous year. This coverage was secured through Junie Pierce of Colonial Insurance with States Self-Insurers Risk Retention Group. There are no changes to the policy. I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.



INSURANCE PROPOSAL				
To: Colonial Insurance 5251 Hampstead High St, Unit 200 Montgomery AL 36116-0000 Attn: Junie Pierce		From: Martin Ericson States Self-Insurers Risk Ret. Grp. 222 S Ninth St Suite 1300 Minneapolis, MN 55402-3332		
Proposal For: Montgomery County Commission		Proposal Expires On: 10/1/2009		
☒ Public Entity Broad Form Liability (including General Liability, Employment Practices Liability, Automobile Liability and Law Enforcement Liability and Public Officials Error & Omission Liability) in accordance with the terms, conditions and exclusions of the policy form.				
ONE YEAR PROPOSAL				
Company Limits	Self-Insured Retention Limit	Premium	TRIA Charges	TOTAL
\$5,000,000 /Occ	\$1,000,000 /Occ	\$117,938	\$3,538	\$121,476
\$5,000,000 /Agg				
Commission Fee		\$9,435		
Total		\$127,373		
SPECIAL TERMS AND CONDITIONS				
Occurrence Policy Form				
⇒ The quoted premium is net of commission. ⇒ All premiums are due at the inception date of the policy. ⇒ Premiums will be annually rerated to reflect experience and exposure. ⇒ TRIA Coverage must be elected or declined. If declined, a terrorism exclusion will apply. ⇒ A coverage exclusion for Mold. ⇒ Lead Exclusion ⇒ Asbestos Exclusion Amendatory Endorsement ⇒ Policy Condition providing for Government Tort Cap & Immunity protection. ⇒ Coverage exclusion for nursing homes ⇒ Defense Costs Outside the Limit Endorsement				
***Please see attached for any additional terms and conditions.				
				
Signed				9/10/2009
				Date

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Risk Manager

SUBJECT: Excess Workers' Compensation Insurance Renewal

The excess workers' compensation insurance premium for the coming year from October 1, 2009 through September 30, 2010 is equal to last year's rate of .1743 per \$100 dollars of payroll. The amount of the estimated premium is \$61,641. These rates were secured through Junie Pierce of Colonial Insurance with Safety National Insurance. The deductible will remain at \$500,000. I am requesting that you place this item on the next agenda for the Commission's approval.

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

Montgomery County Commission (AL)
Excess Workers' Compensation Quotation

Carrier: **Safety National Casualty Corporation**

Policy Period: **October 1, 2009 to October 1, 2010**



CONTRACT TERMS	Current Program	↓ Option 1	Option 2	Option 3	% of Change Option 1
Estimated Annual Payroll	33,435,768	35,364,722	35,364,722	35,364,722	5.77%
Term, Years	1	1	1	1	
Term Standard Premium	1,425,686	1,450,473	1,450,473	1,450,473	1.74%
Specific Excess Limit	Statutory	Statutory	Statutory	Statutory	
Employers' Liability Limit	1,000,000	1,000,000	1,000,000	1,000,000	
Self Insured Retention	500,000	500,000	550,000	600,000	
Aggregate Excess Limit	N/A	N/A	N/A	N/A	
Aggregate Retention Percentage	N/A	N/A	N/A	N/A	
Aggregate Retention	N/A	N/A	N/A	N/A	
Minimum Aggregate Retention	N/A	N/A	N/A	N/A	
Aggregate Limit	N/A	N/A	N/A	N/A	
Premium Rate (per \$100 Payroll)	0.1743	0.1743	0.1517	0.1312	
<i>Rate as a % of Standard Premium</i>	<i>4.09%</i>	<i>4.25%</i>	<i>3.70%</i>	<i>3.20%</i>	3.96%
Term Minimum Premium	58,279	61,641	53,648	46,399	
Deposit Premium	58,279	61,641	53,648	46,399	5.77%

Italicized row in quotation is for comparison purposes only

Endorsements:

Alabama Notice Requirements
 Incidental Longshoremen's and Harbor Workers' Compensation Act Coverage Endorsement
 Voluntary Compensation Endorsement - Premium Delineation
 Revisions To Service and Administration Section - Quarterly
 Policyholder Disclosure Notice of Terrorism Insurance Coverage
 Alabama Mandatory Endorsement(s)

Contingencies:

This quotation is subject to the following:

1. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 85% of covered terrorism losses exceeding a deductible paid by us. The Act contains \$100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%.
2. Quotation is valid until October 1, 2009.

Comments:

Included in SNCC's quotation are the resources of the Best Doctors Catcare Program, which provides in-depth case review by world-renowned doctors.

15-2

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

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Agenda

SEP 28 2009

September 15, 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer 
Risk Manager

SUBJECT: Property Insurance

The property insurance premium for the coming year from October 1, 2009 through September 30, 2010 is \$86,350. This amount represents a 27% decrease from the previous year in the rates of property value. This coverage now includes the Annex III and the Detention Facility addition. This coverage was secured through Junie Pierce of Colonial Insurance with Affiliated FM Insurance Company through a request for proposal. I am requesting that you place this item on the next agenda for the Commission's approval.

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

Colonial Insurance Agency
 5251 Hampstead High St Unit200
 Montgomery, AL 36116
 Phone : 334-270-6824 Fax : 334-270-6797

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

INVOICE # 26739		Page 1
ACCOUNT NO.	CSR	DATE
MONT-16	ST	09/09/09
Property		
POLICY #		
GK206		
COMPANY		
Affiliated FM Insurance Co		
PRODUCER		
Junie J Pierce		
EFFECTIVE	EXPIRATION	BALANCE DUE ON
10/01/09	10/01/10	10/01/09
AMOUNT PAID		AMOUNT DUE
		\$ 86,350.00

*** PLEASE RETURN TOP PORTION WITH REMITTANCE ***

Itm #	Due Date	Trn	Description	Amount
INVOICE #	26739			
140231	10/01/09	REN	09/10 Property renewal	\$ 83,850.00
140232	10/01/09	CFE	Engineering fee	\$ 2,500.00
Invoice Balance:				\$ 86,350.00

16-2

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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Agenda

SEP 28 2009

September 16, 2009

MEMORANDUM

TO: Montgomery County Commission

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

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

CannDauSon Construction has submitted the attached Change Order No. Four for the Sheriff's Office Renovation Project. Change Order Number Four is comprised of items in the amount of \$19,305.09 and is forwarded to you for your approval at the next County Commission meeting on September 28, 2009.

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

JAM/rw

Attachments

17-1

MCC - Annex 1 - Project No. 07-01-03, 07-01-04, 07-01-05, 07-01-06 **e-Builder** **Transmittal : 5**

Subject: Change Order
Author: Thomas L. (Tommy) Lawrence
Date Created: 09.15.2009 05:36pm

To: Montgomery County Commission
Address: Hand Deliver
Montgomery, AL.
Attention: John Mitchell
Requested By: PH&J

MONTGOMERY COUNTY COMMISSION
2009 SEP 16 AM 10:37

Document Due: 09.18.2009
We Are Sending: Other
If Other: Change Order Number 4 - \$19,305.09
Submitted For: Approval
Sent Via: Attached

Copies: 2
Date: 09.04.2009
Number: 4
Status: Pending

Remarks: The attached Change Order Number 4 has been reviewed and I recommend that it be presented to the Commission for approval. All items have been previously accepted by the commission.

Signed


Thomas L. Lawrence
TCU Consulting Services, LLC

Form Created
09.15.2009 05:36pm

CC: Members, Members



AIA Document G701™ - 2001

Change Order

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

CHANGE ORDER NUMBER: 004

DATE: September 4, 2009

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

TO CONTRACTOR (Name and address):

CannDauson Construction
216 Echlin Blvd
Prattville, AL 36066

ARCHITECT'S PROJECT NUMBER: 0704GV-A

CONTRACT DATE: March 5, 2008

CONTRACT FOR: General Construction

FIELD: ☐

OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:

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

A. Delete Sheet Vinyl Wainscot / Add to Floor.....(\$270.00)
B. Heat Detectors and Horn/Strobes.....\$1,202.59
C. Second Floor, Floor/Wall Base.....\$5,590.15
D. Add Setting Bed at Toilet 221.....\$1,369.65
E. Build Furr Down at North Side of Door 261.....\$ 419.29
F. Move Storefront from Third Floor Down to Second Floor.....\$1,708.67
G. Replace Various Acoustical Ceilings.....\$ 434.15
H. Separation Wall for Elevator Shaft.....\$1,515.01
I. Power for Door Operator.....\$1,009.42
J. Rework Wall and Ceiling Due to HVAC Penetrations.....\$2,405.02
K. Power for Fire/Smoke Dampers & Adding New Dampers.....\$3,922.14

TOTAL.....\$19,305.09

The original Contract Sum was

\$ 4,638,198.00

The net change by previously authorized Change Orders

\$ 228,871.57

The Contract Sum prior to this Change Order was

\$ 4,867,069.57

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

\$ 19,305.09 ✓

The new Contract Sum including this Change Order will be

\$ 4,886,374.66

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

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

OK
TCL
TCU
9-15-09

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

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

PH&J Architects, Inc.

ARCHITECT (Firm name)

807 S. McDonough Street
Montgomery, AL 36104

ADDRESS

BY (Signature)

Patrick T. Addison, AIA
(Typed name)

DATE

CannDauson Construction, Inc.

CONTRACTOR (Firm name)

216 Echlin Blvd
Prattville, AL 36066

ADDRESS

BY (Signature)

Ellen Barnett, Vice President
(Typed name)

DATE

Montgomery County Commission

OWNER (Firm name)

PO Box 1667
Montgomery, AL 36102

ADDRESS

BY (Signature)

Elton N. Dean, Sr., Chairman
(Typed name)

DATE

Travelers Casualty & Surety Company of America

Walter C. Doby 9/9/09

Attorney in

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User Notes:

(909337941)

17-3

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

PH&J #0704-GVA

<u>ITEM</u>	<u>COR</u>	<u>DESCRIPTION</u>	<u>COST</u>
A	43 *	Delete Sheet Vinyl Wainscot / Add to Floor	(\$270.00)
B	50 *	Heat Detectors and Horn/Strobes	\$1,201.59
C	52 *	Second Floor, Floor/Wall Base	\$5,590.15
D	57 *	Add Setting Bed at Toilet 221	\$1,369.65
E	59 *	Build Furr Down at North Side of Door 261	\$419.29
F	61	Move Storefront from Third Floor Down to Second Floor	\$1,708.67
G	62	Replace Various Acoustical Ceilings	\$434.15
H	64 *	Seperation Wall for Elevator Shaft	\$1,515.01
I	67	Power for Door Operator	\$1,009.42
J	68	Rework Wall and Ceiling Due to HVAC Penetrations	\$2,405.02
K	69	Power For Fire/Smoke Dampers & Adding New Dampers	\$3,922.14

TOTALS

\$19,305.09

COR = Contractors Change Order Request Number

* = Break in sequencing

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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www.mc-ala.org

Agenda

SEP 28 2009

September 28, 2009

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 001-59320-499 (Agency, Miscellaneous Appropriations) to:

- C-2009-122: Montgomery Symphony Orchestra, for Music Education and Musical Enrichment Programs for All Ages – \$500; (Wilson)
- C-2009-123: Central Alabama Community Foundation, to be used by BONDS to Support the Brighton Area Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Wilson)
- C-2009-124: Montgomery Ballet, for Promotion of Arts in Education and Arts Opportunities for Citizens of Montgomery County – \$500; (Wilson)
- C-2009-125: Alabama Cattlemen's Association, for the Cattle Show during the Rodeo at the Southeastern Livestock Expo - \$600; (Wilson)
- C-2009-126: The Montgomery Education Foundation, for School Based Pre-K Programs Support - \$1,000; (Wilson)
- NC-2009-114: BOE, Brewbaker Junior High School, for Principal's Discretionary Fund - \$500; (Wilson)
- NC-2009-115: Alabama Cooperative Extension System, for the Successful Aging Initiative - \$500; (Wilson)
- NC-2009-116: BOE, MacMillian International Academy, for the Purchase of Smart Boards - \$500; (Wilson)

DLM/tll

18-1

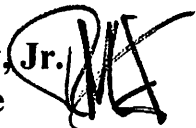


REESE MCKINNEY, JR.
JUDGE OF PROBATE
Montgomery County

Agenda
SEP 28 2009

M E M O R A N D U M

To: Donald Mims
County Administrator

From: Reese McKinney, Jr. 
Judge of Probate

Date: September 3, 2009

Subject: Probate out of service computers

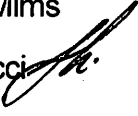
The donation of the following equipment to Head Elementary School is approved.

Property # 18834 & monitor, keyboard, & mouse
Property # 20199 & monitor, keyboard, & mouse
Property # 20200 & monitor, keyboard, & mouse
Property # 18836 & monitor, keyboard, & mouse
Property # 18835 & monitor, keyboard, & mouse

cc: Mr. Paul St. John

Memo

To: Donnie Mims

From: Lou Ialacci 

CC: Linda Dickey

Date: September 3, 2008

Re: Review of Old Computers in Business and Marriage License

Attached is an inventory list of five (5) old personal computers (PCs) located in the Business and Marriage License Department. Also attached is a letter from Principal, Holly Thursby to Commissioner Polizos requesting any old PCs that are no longer useful to the County be donated to her school. The PCs are at least five years old and of no use as a workstation. The PCs are currently not being used, but they do work. They have minimal, if any, resale value. The equipment is taking up valuable storage space and it would cost more in time and effort than they are worth to try to sell them.

If it meets with the approval of the Probate Judge's Office, I recommend that the equipment be donated to the school as requested in Principal Thursby's letter or any other worthy group that the Probate Judge prefers.

Thank you

Thomas L. Head Elementary School

3950 Atlanta Highway

Montgomery, AL 36109

Telephone: (334)260-1025 Facsimile (334)260-1054

Email: holly.thursby@mps.k12.al.us

Holly Thursby
Principal

Anissa Clay
Asst. Principal

January 22, 2009

Dear Commissioner Demetri Polizos:

As you know, we are constantly looking for ways to supplement our school budgets and provide the necessary resources to our teachers and students. We are blessed to live in a city where the community embraces the schools and lends support where needed. Head Elementary School needs to replace some aged and broken computers and monitors. I am requesting that any computers and monitors that are taken out of service be donated to Head. We appreciate any assistance you can provide.

Thanks for your continued interest in our school and for sharing the common goal of providing every child in our district the opportunity for a quality education.

Sincerely,



Holly Thursby

SEP 28 2009

Montgomery County Commission

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

Memo

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: September 9, 2009

Re: Appraisal Department Invoices

Attached is a memo from Jane Mardis, Chief Appraiser regarding two prior year invoices along with two invoices for the current year from SDS. These invoices were never presented for payment and have been verified for payment by the Appraisal department and the finance department.

The total amount due is \$28,759.90 and I recommend that the invoices be processed for payment.

**MONTGOMERY COUNTY APPRAISAL DEPARTMENT
MEMORANDUM**

TO: SHERRILL THOMAS – FINANCE DIRECTOR

FROM: JANE MARDIS – CHIEF APPRAISER

SUBJECT: SDS INVOICES

DATE: SEPTEMBER 8, 2009

Attached are the invoices and letter of explanation from SDS. Ron Stanfield and myself have verified that we have not paid them. This company is supposed to bill us quarterly and we have re-emphasized this with them. Montgomery County is not the only county that poor billing on their part has caused issues with. Mr. Mims currently has a proposal on his desk that we hope in the near future will eliminate this company as a vendor altogether and we'll be able to have our own public-facing mapping/GIS site and no annual fees, etc. will have to be paid once we're set up. If you have any questions, please feel free to contact me.

Thank you.



SMART DATA STRATEGIES

September 4, 2009

Montgomery County
131 South Perry Street
Montgomery, AL 36104

Dear Ron,

Due to an accounting error at SDS, Montgomery County was not invoiced for 2 years of Software Maintenance and eMaps Plus Data Hosting.

Enclosed are the invoices for back Maintenance and eMaps Plus Data Hosting as discussed with Todd Hawkins. The invoices are summarized as follows;

Inv # 4964 Software Maintenance Oct 1, 2007 through Sept 30, 2008	\$18,570
Inv # 4963 Software Maintenance Oct 1, 2008 through Sept 30, 2009	\$18,570
Inv # 4999 eMaps Plus Hosting Oct 1, 2007 through Sept 30, 2008	\$10,200
Inv # 4966 eMaps Plus Hosting Oct 1, 2008 through Sept 30, 2009	<u>\$10,200</u>
Total	\$57,540
 eMaps Plus Revenue Distribution Credit	 (\$28,780.10)
 Total Amount Due	 \$28,759.90

I apologize for any inconvenience this may have caused you or Montgomery County. Feel free to give me a call if you have any questions.

Best Regards,

Monica Dennis
Director of Operations
Smart Data Strategies, Inc.
615 794 5280 x0621

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
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Agenda

SEP 28 2009

September 22, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Purchase Order to Correctional Industries for
Renovation on 2nd Floor of Annex I
Information Systems Department

I am requesting approval to issue a purchase order to Alabama Correctional Industries in the amount of \$6,893.07. This purchase order is for renovation work for the 2nd floor of Annex I in the Information Systems department. A budget change has been submitted to transfer funds from the Information Systems budget to fund 206.

The Commission was briefed on this matter during the information session of the September 14, 2009 meeting.

Your consideration and approval at the next Commission meeting on September 28, 2009 is appreciated.

JAM/rw

Attachments

Memo

To: John Mitchell

From: Lou Ialacci 

CC: Tammy Nix

Date: September 22, 2009

Re: Alabama Correctional Industries Price Quote Acceptance

Attached is the Price Quote of \$6,893.07 from Alabama Correctional Industries along with the electrical quote from Trustworthy Services for \$2,791 for the renovation work in Annex I on the second floor for the Information Systems Department. These two items were presented to the Commissioners in their work session on September 14, 2009.

I am requesting these two quotes be included on the agenda for the September 28, 2009 Commission meeting for formal approval and the Chairman's signature.

Thank you

ALABAMA CORRECTIONAL INDUSTRIES

P. O. BOX 70084 OR 1400 LLOYD STREET
MONTGOMERY, AL 36107-0084
(334) 261-3600 OR 1-800-224-7007
FAX NUMBER: (334) 240-3162

09/09/09

Price Quote

SHIP TO: Montgomery Co Commission

BILL TO: SAME

CUSTOMER CODE:

PROVIDER CODE:

CONTACT PERSON: Lou Ialacci
Fax: 832-1695

Phone: 832-1305

QUANTITY	UNIT	DESCRIPTION	UNIT	TOTAL
1	job	Construction Furnish labor & material to: Build 87' of 8'6" walls with metal studs and 5/8" sheetrock. Finish sheetrock only. Customer to paint walls. Add 4 each door units. Add 6" base to walls.		\$ 6,893.07

COMMENTS:

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

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

ACCEPTED BY:

ACCEPTED BY:

Robert Lachney

LCH

Alabama Correctional Industries

Buyer

21-3

Lou Ialacci

From: Paul St. John
Sent: Wednesday, September 16, 2009 7:52 AM
To: Lou Ialacci
Subject: Renovation Trustworthy Quote 09-08-09

From: Richard Hataway
Sent: Tuesday, September 08, 2009 3:56 PM
To: Paul St. John
Subject: FW: OFFICE REMODEL

From: randy jones [mailto:randy.jones@trustworthyservices.com]
Sent: Tuesday, September 08, 2009 3:54 PM
To: Richard Hataway
Subject: FW: OFFICE REMODEL

From: randy jones [mailto:randy.jones@trustworthyservices.com]
Sent: Tuesday, September 08, 2009 2:42 PM
To: 'patlitchfield@mc-ala.org'
Subject: OFFICE REMODEL

Pat,
The price with all items discussed is \$2791.00
Price not including 14 - 2x4/2tube/T8 fixtures is \$2067.00
Price including fixtures not adding switches in office is \$2435.00

Thanks for giving us the opportunity to quote the project.

Randy

9/22/2009

21-4

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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Agenda

SEP 28 2009

September 22, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Purchase Order to Trustworthy Services for
Renovation on 2nd Floor of Annex I
Information Systems Department

I am requesting approval to issue a purchase order to Trustworthy Services in the amount of \$2,791.00. This purchase order is for electrical work for the 2nd floor renovation of Annex I in the Information Systems department. A budget change has been submitted to transfer funds from the Information Systems budget to fund 206.

The Commission was briefed on this matter during the information session of the September 14, 2009 meeting.

Your consideration and approval at the next Commission meeting on September 28, 2009 is appreciated.

JAM/rw

Attachments

Memo

To: John Mitchell

From: Lou Ialacci 

CC: Tammy Nix

Date: September 22, 2009

Re: Alabama Correctional Industries Price Quote Acceptance

Attached is the Price Quote of \$6,893.07 from Alabama Correctional Industries along with the electrical quote from Trustworthy Services for \$2,791 for the renovation work in Annex I on the second floor for the Information Systems Department. These two items were presented to the Commissioners in their work session on September 14, 2009.

I am requesting these two quotes be included on the agenda for the September 28, 2009 Commission meeting for formal approval and the Chairman's signature.

Thank you

Lou Ialacci

From: Paul St. John
Sent: Wednesday, September 16, 2009 7:52 AM
To: Lou Ialacci
Subject: Renovation Trustworthy Quote 09-08-09

From: Richard Hataway
Sent: Tuesday, September 08, 2009 3:56 PM
To: Paul St. John
Subject: FW: OFFICE REMODEL

From: randy jones [mailto:randy.jones@trustworthyservices.com]
Sent: Tuesday, September 08, 2009 3:54 PM
To: Richard Hataway
Subject: FW: OFFICE REMODEL

From: randy jones [mailto:randy.jones@trustworthyservices.com]
Sent: Tuesday, September 08, 2009 2:42 PM
To: 'patlitchfield@mc-ala.org'
Subject: OFFICE REMODEL

Pat,
The price with all items discussed is \$2791.00
Price not including 14 - 2x4/2tube/T8 fixtures is \$2067.00
Price including fixtures not adding switches in office is \$2435.00

Thanks for giving us the opportunity to quote the project.

Randy

9/22/2009

22-3

SEP 28 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

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



DATE: September 23, 2009

SUBJECT: Water Heater Replacement

Request that approval to issue a purchase order in the amount of \$16,595.00, to Climate Service, Inc., for the replacement of the hot water heater at the Youth Facility, be put on the agenda for the County Commission meeting on September 28, 2009. (copy of proposal attached)

Title 39-2-2 of the State of Alabama Public Works Law exempts from competitive bidding of projects for public improvements involving \$50,000.00 or less.

Attachment

SERVICE ON HEATING.
AIR CONDITIONING.
ICE MACHINES, &
REFRIGERATION UNITS.



596F OLIVER ROAD
MONTGOMERY, ALABAMA 36117
TELEPHONE:
279-6933

August 11, 2009
Montgomery County Youth Facility
1111 Air Base Boulevard
Montgomery, AL 36108
Attn: Randy Willis
Re: Water heater replacement

Dear Randy,
We are pleased to submit the following for your consideration.

Option #1 Replace the existing water heater with Lochinvar product for \$16,595.00 with a capacity of 1.435 MBTUH input.

Option #2 Replace the existing water heater with two Lochinvar products for \$24,675.00 with each water heater rated at 985,000BTUH input. This option will give us about 75% redundancy should one heater fail.

Existing water heater is rated at 1.5MBTUH input and 1.2MBTUH output.

If you prefer a Raytherm product from Rheem with similar capacities use the following figures \$17,425.00 for option #1 and \$26,955.00 for option #2

Both options include all materials including boiler(s) and pump(s), and labor.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael R. Coker'.

Michael R. Coker
Climate Service Inc.

SEP 28 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services *ps*

DATE: September 21, 2009

SUBJECT: Invitation to Bid No. 51100-09C-011,
Clean Saturday Trash Pick-Up Service

Request approval of award on the above referenced Invitation to Bid to the only bid received, Advanced Disposal, on Part 1 of the bid, based on unit pricing, be placed on the agenda for the County Commission meeting on September 28, 2009. (copy of spread sheet attached)

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

Coordination made with Mr. George Speake, County Engineer.

Your approval is appreciated.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5
INVITATION TO BID NO. 51100-09C-011				ADVANCED DISPOSAL - - ATTN: LYNN GOWAN; PHONE #866- 252-0458; FAX #334-283-2670						PRICES PAID FOR THE LAST THREE (3) YEARS FROM ADVANCED DISPOSAL		
ISSUED: AUGUST 31, 2009												
OPENS: SEPTEMBER 16, 2009												
COUNTY COMMISSION												
TERMS OF PAYMENT / DISCOUNT:												
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	EXTENDED AMOUNT
	PART 1 - 6 RESIDENT											
	COMPACTOR TRKS											
1	PIKE ROAD DIST.II	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
2	HOPE HULL	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
3	PINTALA SCHOOL	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
4	RAMER TRANS STA	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
5	PINE LEVEL PARK	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
6	BRIDLE BROOK	MO	12	\$500.00	\$6,000.00					NEW		
	PART II											
	6-30 YD ROLL OUTS											
1	PIKE ROAD DIST.II	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
2	HOPE HULL	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
3	PINTALA SCHOOL	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
4	RAMER TRANS STA	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
5	PINE LEVEL PARK	MO	12	\$500.00	\$6,000.00					\$325.00	MONTH	
6	BRIDLE BROOK	MO	12	\$500.00	\$6,000.00					NEW		
	LANDFILL COST											
	\$36.00 PER TON											
TOTAL BID AMOUNTS					\$72,000.00							

Notes: 11 BIDS MAILED

24-2

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services *pa*

DATE: September 21, 2009

SUBJECT: Invitation to Bid No. 51100-09C-018,
Security Guard Services at the Probate
Offices

Request approval of award on the above referenced Invitation to Bid to low bid of Michael Montgomery, dba/B.A.T.S. Security for the amount of \$9.00 per hour, be placed on the agenda for the County Commission meeting on September 28, 2009. (copy of spread sheet attached)

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

Your approval is appreciated.

Attachment

ABSTRACT FOR BIDS:			BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO. 51100-09C-018			MICHAEL MONTGOMERY - DBA B.A.T.S SECURITY - ATTN: MICHAEL MONTGOMERY; PHONE #334-201-6630; FAX#270-9827		DSI SECURITY SERVICES - ATTN: ALAN B. CLARK; PHONE#334-793-5720; FAX#334-793-9111		FS11, INC. - ATTN: JACOBS MARSH; PHONE#334-414- 4444; FAX#334-593-0823		NATIONAL SECURITY OF ALABAMA; DBS:DTA SECURITY SERVICE; ATTN: RAY RAWLINGS; PHONE#832-2222; FAX#832-4379		SECURITY SERVICES, LLC; ATTN: JAMES EUBANKS; PHONE#334-886-9555; FAX#334-886-9255	
ISSUED: AUGUST 25, 2009												
OPENING DATE: SEPTEMBER 9, 2009												
COUNTY COMMISSION												
TERMS OF PAYMENT / DISCOUNT:												
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	
	SECURITY GUARD											
	SERVICES FOR											
	PROBATE EAST											
	PROBATE WEST											
	PROBATE SOUTH/											
	CAPITOL PLAZA											
-	COST PER MAN HR.	EA	1	\$9.00	\$9.00	\$11.60	\$11.60	\$11.77	\$11.96	\$14.92	\$14.92	
	CURRENTLY PAYING											
	\$11.96 PER HOUR/											
	NAT'L SECURITY											
	17 BIDS MAILED											
TOTAL BID AMOUNTS					\$9.00		\$11.60		\$11.77		\$11.96	

SEP 28 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services *PS*

DATE: September 21, 2009

SUBJECT: Invitation to Bid No. 53000-09C-022,
Metal Pipe

Request approval of award on the above referenced Invitation to Bid to the only bid received, Contech Construction Products, Inc., based on unit pricing, be placed on the agenda for the County Commission meeting on September 28, 2009. (copy of spread sheet attached)

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

Coordination of award made with Mr. George Speake, County Engineer.

Attachment

BID NO. 53000-09C-022
METAL PIPE

CONTECH CONSTRUCTION PRODUCTS									
SIZE	Gauge	ARCH EQUIVALENT TO ROUND	CORRUGATIONS	BIT COATED PER FOOT	COATED BAND PER EACH	PLAIN PER FOOT	PLAIN BAND PER EACH	3:1 BEVEL CUT PER PAIR	
12"	16		2 2/3" X 1/2"	7.00	7.00	6.00	6.00	44.00	
15"	16		2 2/3" X 1/2"	8.40	8.40	7.20	7.20	55.00	
18"	16		2 2/3" X 1/2"	10.50	10.50	9.00	9.00	66.00	
24"	16		2 2/3" X 1/2"	13.30	13.30	11.40	11.40	88.00	
30"	14		2 2/3" X 1/2"	21.00	21.00	18.00	18.00	110.00	
36"	14		2 2/3" X 1/2"	25.20	25.20	21.60	21.60	136.40	
42"	14		3" X 1"	29.40	29.40	25.20	25.20	165.00	
48"	14		3" X 1"	33.60	33.60	28.80	28.80	198.00	
54"	14		3" X 1"	42.70	42.70	36.60	36.60	220.00	
60"	10		3" X 1"	82.60	82.60	70.80	70.80	253.00	
66"	10		3" X 1"	90.30	90.30	77.40	77.40	280.50	
72"	10		3" X 1"	98.00	98.00	84.00	84.00	308.00	
78"	10		3" X 1"	106.40	106.40	91.20	91.20	369.60	
84"	10		3" X 1"	114.80	114.80	98.40	98.40	443.52	
17"SX13"R	16	15"	2 2/3" X 1/2"	8.84	8.84	7.58	7.58	56.70	
21"SX15"R	16	18"	2 2/3" X 1/2"	11.05	11.05	9.47	9.47	68.04	
28"SX 20"R	16	24"	2 2/3" X 1/2"	14.00	14.00	12.00	12.00	90.72	
35"SX24R	14	30"	2 2/3" X 1/2"	22.11	22.11	18.95	18.95	113.40	
42"SX29"R	14	36"	2 2/3"X1/2"	26.53	26.53	22.74	22.74	140.62	
49"SX33"R	14	42"	2 2/3"X1/2"	30.95	30.95	26.53	26.53	170.10	
57"SX38"R	12	48"	2 2/3" X 1/2"	35.37	35.37	30.32	30.32	204.12	
64"SX43"R	12"	54"	2 2/3" X 1/2"	44.95	44.95	38.53	38.53	226.80	
71"SX47"R	10"	60"	2 2/3"X1/2"	86.95	86.95	74.53	74.53	260.82	
77"SX52"R	8	66"	2 2/3"X1/2"	95.05	95.05	81.47	81.47	289.18	
83"Sx57"R	8	72"	2 2/3" X 1/2"	103.16	103.16	88.42	88.42	317.53	

SEP 28 2009

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director 
Support Services

DATE: September 22, 2009

SUBJECT: Invitation to Bid No. 53000-09C-021,
Concrete Pipe

Request approval of award on the above referenced Invitation to Bid to the only bid received, Hanson Pipe & Precast, based on unit pricing, be placed on the agenda for the County Commission meeting on September 28, 2009. (copy of spread sheet attached)

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

Coordination of award made with Mr. George Speake, County Engineer.

Attachment

BID NO. 53000-09C-021
CONCRETE PIPE

HANSON PIPE & PRECASE SIZE	ARCH	CLASS III	CLASS IV	3:1 BEVEL CUT	EQUAL TO	PER
12"		10.50	10.70	165.00 PAIR	3.1	PAIR
15"		12.00	13.30	205.00 PAIR	3.1	PAIR
18"		13.65	15.15	230.00 PAIR	3.1	PAIR
24"		21.98	23.90	350.00 PAIR	3.1	PAIR
30"		29.60	32.80	495.00 PAIR	3.1	PAIR
36"		38.50	42.65	580.00 PAIR	2.1	PAIR
42"		48.05	53.20	660.00 PAIR	2.1	PAIR
48"		60.70	67.20	N/A	N/A	
54"		88.20	97.65	N/A	N/A	
60"		106.20	117.05	N/A	N/A	
66"		121.50	134.50	N/A	N/A	
72"		145.25	160.80	N/A	N/A	
84"		186.20	228.75	N/A	N/A	
96"		234.90	288.55	N/A	N/A	
18" X 11"		17.50	17.90	290.00	N/A	EACH
22" X 13" X 1/2"		20.95	21.70	320.00	N/A	EACH
28 1/2" X 18"		27.20	28.80	370.00	N/A	EACH
36 1/4" X 22 1/2"		38.25	40.50	460.00	N/A	EACH
43 3/4" X 26 5/8"		50.60	53.55	560.00	N/A	EACH
51 1/8" X 31 5/16"		62.90	66.60	N/A	N/A	
58 1/2" X 36"		74.80	79.20	N/A	N/A	
65" X 40"		92.65	98.10	N/A	N/A	
73" X 45"		112.20	118.80	N/A	N/A	
88" X 54"		156.40	165.60	N/A	N/A	
102" X 62"		214.20	226.80	N/A	N/A	

SEP 28 2009

Montgomery County Commission

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

Memo

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director 

Date: September 23, 2009

Re: Inventory of County Assets

In 2003 the County Commission approved the capitalization levels for the depreciation of County personal property and increased the level for maintaining an inventory of personal property. The amounts approved are as follows:

- A \$5,000 threshold was approved for capitalizing and depreciating all personal property including buildings, building improvements and exhaustible land improvements.
- A \$1,000 threshold was approved for maintaining the inventory of capital assets owned by the County.

In the past, most computer purchases fell between the \$1,000 and \$5,000 amounts and there was a concern with not including them in the inventory threshold. Most computer purchases now fall below the \$1,000 level. In addition, the Information System department currently approves the replacement of computers which leads them to also monitor the existing equipment to be replaced.

I am requesting and recommending that the current inventory level of \$1,000 be increased to the same \$5,000 level used for capitalization and depreciation effective for the year ended September 30, 2009.

REGULAR ADJOURNED MEETING

MONTGOMERY COUNTY COMMISSION

OCTOBER 6, 2003

PRESENT: Chairman Joseph, Members Dean, Gowan, Williams and Wingard, (County Attorney Gallion, County Engineer Speake and Administrator Mims)

ABSENT: None

The meeting was opened with prayer led by County Engineer George Speake, at the request of Commissioner Wingard.

Mr. Williams made a motion to approve the Minutes of the Regular Adjourned Meeting of September 22, 2003. The motion was seconded by Mr. Wingard and unanimously approved by the Commission.

BUSINESS

COUNTY COMMISSION - ADOPTED RESOLUTION REGARDING THE EXTENSION OF THE SOLID WASTE MANAGEMENT PLAN FOR MONTGOMERY COUNTY

Administrator Mims presented the following Memorandum from Central Alabama Regional Planning and Development Commission Executive Director Bob Grasser regarding the Solid Waste Management Plan:

October 2, 2003

To: W. F. Joseph, Jr., Chairman
Montgomery County Commission

From: Bob Grasser

RE: Solid Waste Management Plan

William F. Joseph, As Its Chairman

Elton N. Dean, Sr.

Lynn A. Gowan

Jiles Williams, Jr.

Sam H. Wingard, Sr.

End of Resolution

Chairman Joseph made a motion to adopt the Resolution. The motion was seconded by Mr. Dean and unanimously approved by the Commission.

COUNTY COMMISSION - APPROVED ASSOCIATION OF COUNTY COMMISSIONS OF ALABAMA GUIDELINES FOR DEPRECIATION OF CAPITAL ASSETS, INFRASTRUCTURE AND RELATED ESTIMATE OF THE USEFUL LIFE OF THESE ASSETS AS RECOMMENDED BY FINANCE DIRECTOR SANDRA JOHNSON

The Administrator presented the following Memorandum from Finance Director Sandra Johnson:

MEMORANDUM

TO: Donald Mims, Administrator
FROM: Sandra Johnson, Finance Director
DATE: October 1, 2003
RE: Association of County Commissioners
Recommendations

This is an update to my memo to you dated September 25, 2002:

1. The \$5,000.00 capitalization threshold for personal property is fine. Inventory, however, will be maintained on all items in excess of \$1,000.00 and computers regardless of cost.
2. I recommend a \$5,000.00 threshold for Buildings, Building Improvements and Exhaustible Land Improvements. These amounts are easy to compute and are readily identifiable; therefore, a \$50,000.00 threshold appears excessive.

3. Some useful lives appear excessive, such as:

- A. Kitchen Appliances - 12 years
- B. Floor Scrubbers, Vacuums - 12 years
- C. Projectors, Cameras - 10 years

After talking with Bruce Howell and Paul St. John, I recommend, 10 years, 10 years and 6 years respectively for these items.

4. George Speake agrees with the useful lives for infrastructure capitalization.

I request these recommendations be implemented October 1, 2002.

End of Memorandum

Also, presented was the following Memorandum from Sonny Brasfield, with the Association of County Commissions of Alabama:

September 12, 2002

MEMORANDUM

TO: County Administrators and Engineers

FROM: Sonny Brasfield

RE: GASB 34

We hope you are now aware of the new requirements regarding the reporting of fixed assets for governmental entities, known as GASB 34. These requirements have been the focus of several sessions during the last two ACCA conventions and legislative conferences, as well as the last two county administrator and engineer annual conferences and a recent two-site training program for county administrators.

Enclosed you will find a set of suggested guidelines that should provide you with an overview of the issues you will face during the coming months. Although these guidelines are not mandatory in any fashion, it has been suggested that all counties follow the same procedures for consistency and ease of application. The enclosed document has been reviewed by the Department of Examiners of Public Accounts and contains suggested changes and advice offered by the department.

Please remember that those counties with budgets of \$10 million or more (based on revenue as of September 30, 1999) must begin complying with the GASB 34 requirements during the fiscal year starting October 1, 2002. Counties with budgets of less than \$10 million are required to follow the procedures beginning on Oct. 1, 2003. Jefferson and Mobile Counties

began compliance on Oct. 1, 2001.

We trust the enclosed information will be helpful to both administrators and engineers. If you have any questions or other concerns, please contact us.

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Chairman Joseph and unanimously approved by the Commission. (Copies of Guidelines, Agenda Pages 3-3 through 3-6, are attached to these Minutes.)

DISTRICT ATTORNEY'S OFFICE - APPROVED PAY AND CLASSIFICATION PLAN AND IMPLEMENTATION RULES

The Administrator presented the following Memorandum from District Attorney Administrative Assistant Daryl Thompson, regarding the Pay and Classification Plan for the District Attorney's Office:

MEMORANDUM

TO: Donnie Mims
FROM: Daryl Thompson
RE: Position Classifications
DATE: October 2, 2003

Attached is the recommended pay grade placements from James A. Buford, Jr., for District Attorney's staff positions. The District Attorney has approved the recommendations outlined by Mr. Buford. Please present his recommendations to the commission for approval allowing the proposed positions with pay grades to be part of the recently adopted Montgomery City-County Personnel Board pay plan which will be effective October 13, 2003.

Should you have any questions, please contact me.

End of Memorandum

Also, presented was the following letter from Mr. James A. Buford, Jr., Division Director, with Ellis-Harper Management:

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 28 2009

Request # 34

Date: September 9, 2002

To: Donald L. Mims, Administrator

From: Reese McKinney, Jr.

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL

Departure Date: October 9, 2009 Return Date: October 9, 2009

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: attend Society of Alabama Archivists annual meeting

Traveler (s) Name: 1. Lyn Frazer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$71.60 Advance Registration Required: yes - \$10.00

Department Name: Probate Judge Fund Name: General Fund

Additional Comments: Registration fee will be paid from the 2009 budget.

Other will be paid from the 2010 budget.

To: Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 09/28/09 reimbursement of actual and necessary expenses in the
approximate amount of \$61.60 and advance registration of \$10.00 is authorized.

To be completed by the Finance Department

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

Description: Registration & Training

Current Budget: \$5,750.00

Approved Requests: \$5,702.33

Budget Available: \$47.67

Current Requests: \$10.00

Budget Balance: \$37.67

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/15/2009

cc: Finance Director / Buyer

29-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

SEP 28 2009

Request # 14

Date: September 10, 2009
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 115 So. Perry Street, Montgomery, AL
Departure Date: October 26, 2009 Return Date: October 27, 2009
Conference Leave (Days / Hours): two days
Purpose of Travel: To attend a Taser Instructor Course with the Montgomery County Sheriff's Office

Traveler (s) Name: 1. Fred Wood 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$395.00 Advance Registration Required: \$395.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

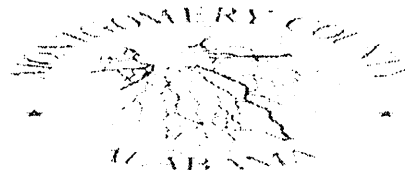
From: Donald L. Mims, Administrator

The above request is app. 09/28/09 reimbursement of actual and necessary expenses in the
approximate amount of \$395.00 and advance registration of \$395.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-57202-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$9,810.00</u>	
Approved Requests:	<u>\$5,358.00</u>	
Budget Available:	<u>\$4,452.00</u>	
Current Requests:	<u>\$395.00</u>	
Budget Balance:	<u>\$4,057.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 9/11/2009

cc: Finance Director / Buyer

29-2

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 47

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/28/2009
DATE:	Appropriations	Finance Director		Date
REQUESTED BY:	9/28/2009	APPROVED:		
Elected Official/Dept. Head	Donald Mims, Administrator	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320-483	780,500	5,000	785,500
Contract Services	001-59310-308	383,000	-5,000	378,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		1,163,500	0	1,163,500

JUSTIFICATION:

To provide funding for the 2009 NAVISTAR LPGA Tournament which promotes tourism and related economic benefits to Montgomery County.

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 40

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/21/2009
DATE:	Appropriations	Finance Director		Date
REQUESTED BY:	9/21/2009	APPROVED:		
Elected Official/Dept. Head	Donald Mims, Administrator	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Board of Education	001-58100-291	0	18,244,760	18,244,760
Interest Earnings	001-47101-400	-275,000	-500,000	-775,000
Restricted Fund Balance	001-33120-000	25,888,494	-17,744,760	8,143,734
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		25,613,494	0	25,613,494

JUSTIFICATION:

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

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 41

DEPARTMENT: County Commission Apprc REVIEWED: S. Thomas 9/21/2009
DATE: 9/21/2009 Finance Director Date
REQUESTED BY: Donald L. Mims, Adm. APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Brantwood Children's Home	000-56120-462	25,000	4,000	29,000
Central Alabama Opportunities	001-51955-436	43,500	2,500	46,000
Volunteer Fire Dept	001-52760-295	200,000	29,000	229,000
Water Authoritys	001-54400-290	0	10,000	10,000
Montg Area Mental Health Auth	001-55200-420	175,000	500	175,500
Family Sunshine Center	001-55200-421	63,096	5,000	68,096
Have a Heart for Children	001-55200-450	0	2,500	2,500
Lighthouse Counseling Center	001-55500-431	38,192	1,300	39,492
Second Chance/Southern Youth	001-55500-450	0	3,000	3,000
American Red Cross	001-55900-434	15,000	1,000	16,000
Freewill Community Dev.	001-56120-450	5,000	2,000	7,000
Miscellaneous Not for Profits	001-56125-450	4,000	13,500	17,500
Family Guidance Center	001-56125-487	0	4,500	4,500
Alabama Cattlemen's Assn.	001-56125-488	0	2,500	2,500
Montgomery Community Action	001-56200-411	65,000	5,000	70,000
Central Alabama Aging Consor.	001-56200-423	42,132	6,000	48,132
Montg. Area Council on Aging	001-56200-460	65,000	10,200	75,200
Montgomery Area Food Bank	001-56300-412	5,000	2,500	7,500
Shepherds Ministries	001-56300-413	0	1,500	1,500
Miscellaneous Not for Profits	001-56300-450	0	8,000	8,000
Miscellaneous Not for Profits	001-56530-498	0	1,700	1,700
Miscellaneous Not for Profits	001-56701-450	10,000	20,250	30,250
Central Al Comm Foundation	001-56701-464	25,000	29,000	54,000
Alabama Baseball Coaches Assn.	001-57201-450	3,500	500	4,000
Montgomery Ballet	001-57600-450	0	9,500	9,500
Nat King Cole Foundation	001-57600-469	5,000	2,750	7,750
ECHO	001-57600-470	10,000	4,000	14,000
Miscellaneous Not for Profits	001-57800-450	0	28,500	28,500
Miscellaneous Not for Profits	001-57800-498	0	10,100	10,100
Town of Pike Road	001-57805-498		2,000	2,000
Montgomery Sunrise Foundation	001-57904-498	0	500	500
Board of Education	001-58100-498	26,000	87,150	113,150

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 41

DEPARTMENT:	County Commission Apprc	REVIEWED:	S. Thomas	9/21/2009
DATE:	9/21/2009	Finance Director		Date
REQUESTED BY:	Donald L. Mims, Adm.	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Al Coop Extension Service	001-58200-498	0	2,900	2,900
Alabama State University	001-58300-458	12,000	1,500	13,500
Miscellaneous Not for Profits	001-58300-498	0	14,000	14,000
Unified YMCA	001-58400-475	55,898	1,000	56,898
Miscellaneous Not for Profits	001-58400-498	0	2,000	2,000
Alabama National Fair	001-59320-478	5,000	1,000	6,000
Miscellaneous Not for Profits	001-59320-499	0	3,600	3,600
Recreation Department Transfers	001-57201-441	0	5,000	5,000
Recreation Department Transfers	001-57201-451	0	52,800	52,800
Recreation Department Transfers	001-57201-452	0	5,000	5,000
Recreation Department Transfers	001-57201-465	0	10,000	10,000
Recreation Department Transfers	001-57201-467	0	5,000	5,000
Recreation Department Transfers	001-57201-490	0	3,500	3,500
Recreation Department Transfers	001-57201-450	0	1,000	1,000
Recreation Department Transfers	001-57201-498	0	19,800	19,800
Recreation Department Transfers	001-57201-290	0	3,788	3,788
Montgomery Co Sheriffs Fund	001-62100-749	0	500	500
Miscellaneous Appropriations	001-59320-498	491,500	-442,838	48,662
				0
TOTAL		1,389,818	0	1,389,818

JUSTIFICATION:

To allocate the miscellaneous appropriations budget to the individual categories.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST REQUEST NUMBER 42

DEPARTMENT: County Commission Appropriations REVIEWED: S. Thomas 9/22/2009
DATE: 9/22/2009 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED: Date
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Property purchases	001-51100-511	0	45,015	45,015
Legal Other land costs	001-51100-512	0	2,623	2,623
Annex III Utilities	001-51901-244	400,000	200,000	600,000
Annex III Insurance	001-51901-246	102,843	9,983	112,826
G.O. Warrants Trustee Fee	001-62100-303	3,421,384	5,864	3,427,248
Montg Clean City/Co Program	001-59320-484	6,025	1,185	7,210
Electricity-Industrial Park	001-51956-244	0	7,015	7,015
Water-Industrial Park	001-51956-246	0	118	118
Hyundai Blvd Street Lighting	001-51955-442	20,000	911	20,911
Industrial Park Road Impr.	001-51955-445	41,557	79,050	120,607
Snowdown Water System	001-57201-498	19,800	12,000	31,800
Envision 20/20	001-51955-438	30,000	30,000	60,000
Alabama Ext Building Rent	001-58200-221	42,228	5,762	47,990
Retirement Physicals	001-51966-157	5,000	-5,000	0
Retiree Health Insurance	001-51966-122	1,500,000	84,092	1,584,092
Retiree Life Insurance	001-51966-123	75,000	183	75,183
Pauper Burials	001-56300-424	2,500	2,700	5,200
In House Misc Appropriations	001-59310-499	35,479	-35,479	0
Legal Services	001-51100-305	0	60,000	60,000
Legal Services	001-51300-305	0	13,085	13,085
Legal Services	001-51500-305	0	7,300	7,300
Legal Services	001-51800-305	0	7,800	7,800
Legal Services	001-52110-305	5,197	5,200	10,397
Legal Services	001-52200-305	0	20,400	20,400
Legal Services	001-52602-305	0	4,166	4,166
Land Sales	001-47315-400	0	-563,973	-563,973
				0
TOTAL		5,707,013	0	5,707,013

JUSTIFICATION:

To adjust industrial development budgets, land purchase costs, legal expenses, additional Annex III operating costs and other in house expense accounts. Recognize land sale proceeds.

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 43

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/22/2009
DATE:	9/22/2009	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Transfer to Construction Fund	001-62100-206	12,000	4,171,465	4,183,465
Restricted Fund Balance	001-34800-000		-4,171,465	-4,171,465
				0
				0
				0
				0
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				0
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				0
				0
				0
TOTAL		12,000	0	12,000

JUSTIFICATION:

To record the budget for expenses for Annex I construction projects funded by the 2007 Bond construction account included in restricted assets in the General Fund. Funds transferred to Fund 206 for project expenditures.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 44

DEPARTMENT:	County Commission Appro.	REVIEWED:	S. Thomas	9/23/2009
DATE:	9/23/2009	Finance Director		Date
REQUESTED BY:	Donald L. Mims, Adm.	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Annex III Repairs	206-51102-231	189,000	-154,567	34,433
Annex III Equipment/Furniture	206-51102-540	0	129,400	129,400
Annex I repairs	206-51101-231	0	272,000	272,000
Annex I Architecture	206-51101-523	0	6,972	6,972
Annex I Additions/Renovations	206-51101-524	0	3,167,069	3,167,069
South Hull St repairs	206-51106-231	0	156	156
Carnegie Building repairs	206-51105-231	0	74,304	74,304
Greil Bldg Renovations	206-51108-523	0	2,610	2,610
Annex I Furniture	206-51101-540	0	210,328	210,328
Annex I Equipment	206-51101-585	0	27,274	27,274
Annex III Bldg costs	206-51103-524	0	8,883	8,883
Other courthouse projects	206-51104-591	0	3,800	3,800
Repairs Sheriff	206-52110-231	19,200	4,262	23,462
Other Construction projects	206-51107-231	0	2,457	2,457
Other Additions Renovations	206-51107-524	0	18,500	18,500
Misc Building repairs	206-51107-529	21,000	-21,000	0
K-9 Facility Architects	206-52135-523	0	1,050	1,050
Detention Facility repair	206-52200-231	0	6,384	6,384
Detention Facility Additions	206-52200-524	0	400,000	400,000
Youth Facility Contract Services	206-52602-304	0	23,583	23,583
Transfer from General Fund	206-61100-001	0	-4,183,465	-4,183,465
TOTAL		229,200	0	229,200

JUSTIFICATION:

To realign the construction project budgets, increase the budget for additional projects and record transfers from the General fund.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Agenda

SEP 28 2009

REQUEST NUMBER 45

County Commission

DEPARTMENT: Appropriations REVIEWED: S. Thomas 9/22/2009
 9/22/2009 Finance Director Date
 REQUESTED BY: Donald L. Mims, Administrator APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Law Enforcement equipment	125-52610-219	669,137	(669,137)	0
Law Enforcement equipment	125-52610-592	0	29,565	29,565
Local Law Enforcement Grant	125-52705-592	0	82,520	82,520
2009 JAG Law Enforcement	125-52704-592	0	56,275	56,275
Law Enforcement Computer Grant	125-52707-584	0	451,532	451,532
2008 JAG Law Enforcement	125-52709-592	0	3,823	3,823
Homeland Security purchases	125-52605-499	200,000	400,000	600,000
Weed & Seed Grant contract serv.	125-52607-304	0	32,000	32,000
Week-end Day Treatment	125-52701-307	22,464	5,616	28,080
Week-end Day Treatment	125-52701-211	0	216	216
Week-end Day Treatment	125-52701-584	0	9,489	9,489
Youth Services After School	125-52702-307	0	200,000	200,000
HAVA equipment Grant	125-52761-515	0	27,912	27,912
Emergency Management Sirens	125-52708-593	0	63,486	63,486
Snowdown Park	125-57206-230	0	221,144	221,144
Industrial park road	125-53138-213	0	2,100	2,100
Mobis Ala Water Impr	125-54200-499	0	5,000	5,000
Catoma Creek	125-57203-230	0	7,500	7,500
Achieve Grant	125-57207-304	0	30,000	30,000
Weatherization DOE-028-09	125-56708-238	0	200,000	200,000
Weatherization LIWAP 028-09	125-56702-238	0	125,000	125,000
Youth Services After School	125-44760-400		(200,000)	(200,000)
Week-end Day Treatment	125-44761-400	(22,464)	(15,321)	(37,785)
Weatherization grants	125-44785-400	0	(200,000)	(200,000)
Weatherization grants	125-44786-400	0	(125,000)	(125,000)
Homeland Security grant	125-44917-400	(200,000)	(400,000)	(600,000)
Weed & Seed Grant contract serv.	125-44980-400	0	(32,000)	(32,000)
State of Alabama HAVA	125-44230-400	0	(27,912)	(27,912)
Recreation Board Grants	125-44752-400	0	(170,000)	(170,000)
Emergency Management Sirens	125-47919-400	0	(63,486)	(63,486)
Fund Balance (Due from Gen Fund)	125-35900-000	0	(50,322)	(50,322)
TOTAL		669,137	0	669,137

JUSTIFICATION:

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

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 46

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/23/2009
DATE:	9/23/2009	Finance Director		Date
REQUESTED BY:	Donald Mims, Administrator	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Business Committee for the Arts	001-57800-450	28,500	7,000	35,500
Contract Services	001-59310-304	390,000	-7,000	383,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		418,500	0	418,500

JUSTIFICATION:

To provide funding for the Montgomery Area Business Committee for the Arts for art work in Annex III.

Agenda**SEP 28 2009****Donald Mims**

From: MABCA [mabca2@yahoo.com]
Sent: Thursday, September 17, 2009 3:52 PM
To: Donald Mims
Cc: DiDi Henry
Subject: County Commission art

Hello Donnie and DiDi, I am emailing re: the status of the art for the County Commission. I received a letter from the Alabama State Council on the Arts that we did not get a matching grant, so the total amount of funds that the Montgomery County Commission has committed has been \$7,000. There are 13 artists participating, some of whom have already completed their paintings (please see below). I plan to look at the art that is completed and what is planned and see how much we will be able to offer each artist for his/ her work. I have had several of these artists calling me eager to complete this project as we have been working on this since Feb. I would like to get this completed asap, please let me know how to proceed. Thanks so much.

Camilla Armstrong
Nan Cunningham
Barbara Davis- completed her painting
Marguerite Edwards- completed her painting
Barbara Gallagher
Mary Lynn Levy- completed her painting
George Taylor- completed his painting
Langley Tolbert- completed her painting
Clark Walker- completed his painting
Hilda Brown- completed her painting
David Braly
Melissa Tubbs
Robert Shealey- completed his painting

Ashley DuBose Ledbetter
MABCA Executive Director
PO Box 5177
Montgomery, AL 36103-5177
334-220-7604 cell
334-887-5706 fax

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	County Commission	REVIEWED:	S. Thomas	9/23/2009
DATE:	23-Sep-09		Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head	Administrator	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Social Security	001-51100-124	32,146	2,180	34,326
Insurance Public Officials	001-51100-275	2,824	2,205	5,029
Retirement Expense	001-51100-121	36,704	-2,180	34,524
Office supplies	001-51100-211	20,500	-2,205	18,295
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		92,174	0	92,174

JUSTIFICATION:

To adjust budget categories to cover fiscal year expenditures.

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	Finance	REVIEWED:	S. Thomas	9/21/2009
		Finance Director		Date

REQUESTED BY: Sherrill Thomas, Finance
Director APPROVED: _____
 Elected Official/Dept. Head _____ Administrator _____ Date _____

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Overtime	001-51110-113	62	3,482	3,544
Extra Help	001-51110-115	1,500	-1,500	0
Printing and Bookbinding	001-51110-309	2,600	-1,982	618
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		4,162	0	4,162

JUSTIFICATION:

To cover the compensatory time pay off required because of carry over restrictions. Ordinarily time would have been taken off to avoid this problem but extraordinary events, the software conversion project and the loss of a critical employee, made this impossible. The finance department has been conservative in anticipation of this problem and is requesting to cover the overtime from unused operating accounts.

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 7

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	9/21/2009
DATE:	9/21/2009	Finance Director		Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Repair and Main Misc	001-51965-242	374,800	-12,000	362,800
Transfer to Constr Programs	001-62100-206		12,000	12,000
TOTAL		374,800	0	374,800

JUSTIFICATION:

To reimburse the construction programs fund for the costs of the Information System Annex I office renovations.

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 5

DEPARTMENT: Revenue Commissioner REVIEWED: S. Thomas 9/21/2009
 DATE: 9-20-09 Finance Director Date
 REQUESTED BY: Sarah G. Spear APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office supplies	001-51500-211	17,500	1,400	18,900
Postage	001-51500-252	98,589	-542	98,047
Insurance	001-51500-275	2,006	824	2,830
Printing & bookbinding	001-51500-309	1,170	1,856	3,026
Transfer In from Manufactured Trust	001-61100-781	0	-2,503	-2,503
Transfer In from Rev Comm Special	001-61100-755	0	-1,035	-1,035
Extra help	755-51500-115	1,800	-1,119	681
Office supplies	755-51500-211	2,000	2,384	4,384
Travel-mileage	755-51500-260	1,000	-1,000	0
Travel- registration	755-51500-265	2,600	-1,300	1,300
Transfer Out to General Fund	755-62100-001	0	1,035	1,035
Extra help	781-51501-115	2,063	-2,063	0
Travel-mileage	781-51501-260	850	-440	410
Transfer Out to General Fund	781-62100-001	0	2,503	2,503
				0
TOTAL		129,578	0	129,578

JUSTIFICATION:

The budget revisions were made to clean up the categories for the end of the year expenses. To transfer funds from the Revenue Commissioner special accounts to covered eligible expenditures paid by the General Fund.

SEP 28 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	SUPPORT SERVICES	REVIEWED:	S. Thomas	9/23/2009
			Finance Director	Date
REQUESTED BY: PAUL ST. JOHN	09-23-09	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Over Time	001-51901-113	\$ 553	\$ 43	\$ 596
Office Supplies	001-51901-211	\$ 7,500	\$ 306	\$ 7,806
Small Tools	001-51901-214	\$ 1,000	\$ 10	\$ 1,010
Cleaning Supplies	001-51901-216	\$ 23,000	\$ 535	\$ 23,535
Repair & Maint. Motor Vehicles	001-51901-234	\$ 2,348	\$ 728	\$ 3,076
Water & Sewer	001-51901-246	\$ 91,820	\$ 55,020	\$ 146,840
Repair & Maint. Office Equipment	001-51901-233	\$ 500	\$ (500)	\$ -
Natural Gas	001-51901-245	\$ 159,500	\$ (56,142)	\$ 103,358
				\$ -
TOTAL		\$ 286,221	\$ -	\$ 286,221

To realign budget categories to cover overages.

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Agenda

SEP 28 2009

October 8, 2009

Mr. D. Joseph McInnes
Director
Alabama Department of Transportation
1409 Coliseum Boulevard
Montgomery, Alabama 36110

Re: Alabama Department of Transportation's (ALDOT)
Plans and Specifications for the Montgomery
Loop Project

Dear Director McInnes:

As you know, the Montgomery County Commission (the "Commission") has committed, for the benefit of the citizens of Montgomery County, Alabama, to work with Focus 2000 of the Wiregrass, Inc. ("Focus 2000"), to develop, construct and operate that portion of the long-discussed Montgomery Outer Loop Project (the "Project"). The Project will be in two phases. The first phase would connect I-85 to U.S. Highway 231, south of Montgomery. The second phase would connect U.S. Highway 231, south of Montgomery, to I-65.

Focus 2000, as the firm selected by the Commission, will immediately assume any and all of the liabilities and responsibilities from the Commission for the construction and completion of the total Project as described herein, and it is understood that the Commission will not be responsible for any of the financial obligations and/or the construction of the Project.

To accomplish the above, ALDOT is requested to transfer to the Commission all work product, including but not limited to, records, right-of-way information, plans and specifications, engineering, etc. necessary for Montgomery County to contract through Focus 2000 for the private development of the Project. Focus 2000 will be responsible to reimburse ALDOT for the proportionate cost of the above-described documents pertaining to each phase of the above-described Project at the commencement of construction of each phase.

Mr. D. Joseph McInnes
October 8, 2009
Page 2

In order to proceed with designing, planning, acquiring, developing, and ultimately, constructing the Project, please acknowledge ALDOT is in agreement with the intent of the general terms outlined herein by acknowledging and accepting this letter agreement in the space provided below.

Yours truly,

MONTOMGERY COUNTY COMMISSION

Elton N. Dean, Sr.
Chairman

Acknowledged and agreed this ____ day
of _____, 2009.

D. Joe McInnes, Director
Alabama Department of Transportation