

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

OCTOBER 26, 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:

Ron Drinkard and Cassandra Crosby with Crosby Drinkard Group, LLC
District Attorney Ellen Brooks
Chief Deputy Sheriff Derrick Cunningham

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 13, 2009

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation by Gary Burton Regarding History of Pintlala School

RESOLUTION:

Consider Adoption of Resolution Honoring the Memory of Mr. Henry A. Spears and Extending Condolences to His Family

Consider Adoption of Resolution Proclaiming October 26-31, 2009 as Pro Bono Week 2009 in Montgomery County, Alabama

NEW BUSINESS:

1. Consider Approval of Grant Agreement with American Bar Association's Closed-Circuit Television Grant Program, District Attorney's Office
2. Consider Approval of Continuation of Previous Grant Application for the Montgomery County Violence Against Women Prosecution Unit Project with ADECA and Resolution of Applicant for Matching Funds, District Attorney's Office
3. Consider Approval of Five Cooperative Agreements for State Homeland Security Grant Program with State of Alabama Department of Homeland Security, Sheriff's Office
4. Consider Approval of Contract with Carmichael Engineering, Inc., regarding Testing Services for the Montgomery County Sheriff's Office K-9 Facility, Sheriff's Office
5. Consider Approval of Memorandum of Understanding with the Family Sunshine Center and Montgomery County Community Punishment and Corrections Authority Regarding a \$10,000 Grant, Community Corrections
6. Consider Approval of First Option of Lease Agreement at Eastmont Plaza, Probate/Revenue Commissioner Offices
7. Consider Approval of Payment of 2010 Membership Dues to National Association of Counties, County Commission
8. Consider Approval of Payment of 2010 Membership Dues to Association of County Administrators of Alabama for Administrator Mims and Deputy Administrator Mitchell, County Commission
9. Consider Approval of Payment of 2010 Membership Dues to Public Relations Council of Alabama for Manager of Public Affairs DiDi Henry

10. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission
11. Consider Approval of Position Fill Request for a Community Corrections Officer, Community Corrections
12. Consider Approval of Position Fill Requests for a County Road Equipment Operator I, Engineering Department
13. Consider Approval of Travel/Training Requests (12)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Juvenile Court Administrator Bruce Howell and Chief Deputy Sheriff Derrick
Cunningham
Risk Manager Scott Kramer
City/County Emergency Management Agency Director Steve Jones

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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 11, 2009

County Holiday (Veterans Day)

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.

NOVEMBER 26, 2009

County Holiday (Thanksgiving Day)

DECEMBER 7, 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.

DECEMBER 21, 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.

DECEMBER 25, 2009

County Holiday (Christmas Day)

JANUARY 1, 2010

County Holiday (New Year's Day)

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
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 2 Deputy Sheriff Sergeants – 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 2 Correction Officer Trainees – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Correction Officer Corporal – Detention Facility
Fill action continues for 1 Correction Officer Captain – Detention Facility
Fill action continues for 1 Correction Officer Lieutenant – Detention Facility
Fill action continues for 6 Clerk II's – 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

October 26, 2009

10-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 10-16-09

Check Number	To	Check Number
203039		203121
Total Checks Paid		\$819,927.12

CHECK #	PAYEE	AMOUNT	DATE
203036	Capitol Chevrolet, Inc.	\$ 34,432.34	10/08/09
203037	Mullins Building Products	\$ 505.00	10/09/09
203038	Thompson Tractor Company	\$ 2,191.88	10/09/09

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

10-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-16-09

Check Number	To	Check Number
203122		203193
Total Checks Paid		\$ 338,004.38

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

10-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 10-22-09

Check Number	To	Check Number
203196		203251
Total Checks Paid		\$ 189,713.60

CHECK #	PAYEE	AMOUNT	DATE
203194	PH&J Architects, Inc.	\$ 795.59	10/20/09
203195	Compass Bank	\$3,000,000.00	10/22/09

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

Agenda

OCT 26 2009

10-26-09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-23-09

Check Number	To	Check Number
203252		203370
Total Checks Paid		\$ 524,028.90

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

10/26/09 Meeting

MONTGOMERY COUNTY COMMISSION

Agenda

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

OCT 26 2009

CHECKS ARE DATED
10/09/09

Payroll Check Number	100100	To	Payroll Check Number	100271	\$ 133,099.15
Direct Deposits					\$ 800,348.53
Payroll Check Number	100272	To	Payroll Check Number	100301	\$ 306,855.33
Direct Deposits					\$ 331,853.36
Federal Deposits					\$ 319,603.03
Total Payroll Paid					\$ 1,891,759.40

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>DATE</u>
60287	Brent Talley II	\$ 269.77	09/24/09
60288	Sheila H. Ingram	\$ 637.51	09/28/09
60289	Allison C. Little	\$ 1,446.56	09/28/09
60290	Brent Talley II	\$ 269.77	10/08/09

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

10/26/09 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
10/23/09

Agenda

OCT 26 2009

Payroll Check Number	100303	To	Payroll Check Number	100470	\$ 132,515.17
Direct Deposits					\$ 826,419.97
Payroll Check Number	100472	To	Payroll Check Number	100499	\$ 284,392.62
Direct Deposits					\$ 335,996.10
Federal Deposits					\$ 334,881.74
Total Payroll Paid					\$ 1,914,205.60

CHECK #

100302

100471

PAYEE

Cathy Crapps Mobley

Jimmy L. Blair

AMOUNT

\$ 324.55

\$ 226.54

DATE

10/09/09

10/21/09

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

RESOLUTION

Whereas, Henry A. Spears, a native of Montgomery, Alabama, was born June 4, 1928, and he attended Alabama State Laboratory High School, graduating in 1946; and

Whereas, Mr. Spears was a devoted husband to wife, Kathleen Stanford Spears, and father to three children; and

Whereas, Mr. Spears went on to earn both his bachelor's and master's degrees in education from Alabama State University, where he would later serve as the director of the ASU Foundation for Alumni Affairs; and

Whereas, from 1950-1955, he worked as a math instructor and as an assistant principal at George Washington Carver High School; and

Whereas, Mr. Spears joined the Branch YMCA as its executive director from 1955 -1963 and worked closely with Reverend Martin Luther King Jr. and the Montgomery Improvement Association to open the Cleveland Avenue YMCA in 1960. Mr. Spears helped to integrate the YMCA by serving on several bi-racial panels; and

Whereas, in 1976, Mr. Spears was elected to the Montgomery County School Board to fill the unexpired term of a board member who had resigned and went on to serve 32 years on the board –the longest of any board member on the Montgomery County School Board and became the first African-American to serve as its chairman; and

Whereas, he worked as a founding member of the Alabama Risk Management for Schools Program in 1982; district director and board member of the Alabama Association of School Boards; founding member of the Alabama Caucus of Black School Board Members; and at the national level, as a member of the steering committee for the Council of Urban Boards of Education, and

Whereas, in 2002, Mr. Spears received the highest honor that the Alabama Association of School Boards bestows upon school board members in the state, the *All-State School Board Member Award*. He completed the AASB's School Board Member Academy four- level program and continued on to earn the Master School Board Member distinction and was named to the Masters Honor Roll; and

Whereas, Mr. Spears passed away on October 20, 2009, at the age of 81; and

Whereas, during his lifetime, Mr. Spears played a pivotal role in the lives of Montgomery's children, as a member of the Montgomery County Board of Education, and made countless contributions to Montgomery County Public Schools and to his community

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission doth hereby honor the memory of Mr. Henry A. Spears, acknowledge his contributions to the citizens of Montgomery County, and express our condolences to his family.

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

RESOLUTION

Whereas, last year, one in every four of the 940,872 Alabamians living in poverty experienced legal problems, with the majority of these being civil issues; and

Whereas, eighteen percent of the citizens in Montgomery County live in poverty; and

Whereas, each year, the low-income citizens of Montgomery County lack access to legal assistance for their legal issues that are often critical to their safety and independence, forcing them to resolve complex legal problems on their own; and

Whereas, the need for legal aid in Alabama is dire, due to the lack of funding for low-income Alabamians in need of civil legal assistance. This lack of access to justice is devastating for the poor and weakens our democratic society as a whole; and

Whereas, there are fewer than 55 paid legal aid lawyers to serve the more than 400,000 low-income households in the State of Alabama; and

Whereas, although twenty-two percent of the members of the Montgomery County legal community donate their time and talents in free legal services each year, a huge unmet need for legal assistance remains for the disadvantaged in our area; and

Whereas, *Pro Bono Week 2009*, sponsored by the Alabama State Bar, its Pro Bono Task Force, and the local bar associations statewide will be celebrated October 26-31st throughout the State of Alabama. The goal of the event is to educate the public about the extensive amount of time that Alabama attorneys donate to improve the lives of vulnerable members of our community, and encourage more individuals in the legal community to get involved in pro bono work; and

Whereas, *Pro Bono Week 2009* will offer legal aid clinics throughout the State, assisting Alabamians who need legal assistance but cannot afford to pay for that help, and will also feature service projects throughout the State of Alabama helping attorneys and law students make volunteer connections with legal aid organizations serving Alabamians:

Now, Therefore Be It Resolved that the Montgomery County Commission, does hereby proclaim October 26-31, 2009 to be

PRO BONO WEEK 2009 In Montgomery County, Alabama

and urges all Montgomery County residents to recognize the contributions of our legal community helping those most in need.

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

OCT 26 2009

MEMO

TO: Donnie Mims, County Administrator

FROM: Ellen Brooks, District Attorney



DATE: October 20, 2009

RE: American Bar Association CCTV Grant Agreement

Please place this item on the agenda of the Montgomery County Commission for formal approval at the October 26, 2009 meeting.

Last month I advised the Commission that we received the grant and that the grant agreement was pending. My office has received the grant agreement from the American Bar Association, and it requires Chairman Dean's signature. It is a standard grant agreement and I request approval. The grant will be administered by Sara Byard at CARPDC.

CFDA #: 16.580

Contract Log #11236

ADVOCACY SUBGRANT AGREEMENT
BETWEEN
THE AMERICAN BAR ASSOCIATION
THROUGH
THE FUND FOR JUSTICE AND EDUCATION
AND
ON BEHALF OF
THE ABA CENTER ON CHILDREN AND THE LAW
AND
MONTGOMERY COUNTY COMMISSION
FOR
THE CLOSED-CIRCUIT TELEVISION AND RECORDING TECHNOLOGY
FOR USE IN CHILD ABUSE CASES PROGRAM

THIS Subgrant Agreement ("Subgrant") is entered into by and between the American Bar Association, (ABA) through its Fund for Justice and Education and on behalf of its Center on Children and the Law ("ABA/Center") and Montgomery County Commission ("Subgrantee"). ABA has been awarded a grant from the from the US Department of Justice, Bureau of Justice Assistance ("BJA") through grant number 2006-TT-BX-K002 to provide funds for equipment and personnel training for closed-circuit television ("CCTV") and recording of testimony of children in criminal proceedings relating to the abuse of children. ABA desires to fund Subgrantee's Project, **Closed Circuit Television (CCTV)/Recording Technology Grant Project** ("Project"), described in Attachment A of this Subgrant, to further the objectives of the Grant.

In consideration of the payments, terms and conditions set forth in this Subgrant, Subgrantee agrees to perform the Project in accordance therewith. This Subgrant and its Attachments establish the entire agreement between ABA and Subgrantee and may only be changed by prior written approval of both Parties, as set out in Section 29, below.

TERMS AND CONDITIONS

Article I: General Provisions

1. **SUBGRANT PERIOD.** This Subgrant Agreement will become effective on October 15, 2009 and conclude on April 15, 2011 unless extended by notice from ABA or terminated in accordance with Section 4 of this Subgrant Agreement.

2. **SUBGRANT AMOUNT AND REPORT OF INTEREST EARNED.** ABA agrees to grant the Subgrantee an amount not to exceed \$29,817.00 in allowable costs for the implementation of the Project described in Attachment A ("Project Description"), in accordance with the budget and compensation schedule set forth in Attachment B ("Budget"), both of which are incorporated by reference herein. Subgrantee agrees to provide and document, to the reasonable satisfaction of the ABA, a cash match of \$9,975.00

3. **SUBGRANT REPRESENTATIVES.** Unless otherwise specified under this Subgrant for particular activities, ABA designates Sharon Elstein, Program Manager, as its representative in carrying out the terms of this Subgrant. The Subgrantee designates Melissa Rueschhoff, Deputy District Attorney, as its representative in carrying out the terms of this Subgrant. Either designee may change upon written notice to the other Party.

4. **TERMINATION.** Either Party may terminate this Subgrant Agreement at any time and for any reason, including but not limited to Subgrantee's failure to implement the Project to ABA/Center's satisfaction, by giving written notice of termination to the other Party's representative, and by specifying therein the effective date of the termination, which notice of termination must be received at least thirty (30) days prior to such effective date. ABA shall have the right to terminate this Subgrant Agreement *immediately* if it has good-faith reason to believe that Subgrantee has engaged in financial mismanagement or misfeasance of subgrant funds. The Subgrant Agreement may be terminated on behalf of the ABA only by its Executive Director, Chief Financial Officer, or Director of Financial Services-DC. In the event of termination for cause, ABA will provide notice in writing as soon as reasonably possible under the circumstances, but in any case within not more than seven days.

Notwithstanding the foregoing, if funds to finance this Subgrant Agreement become unavailable, ABA may terminate the Subgrant Agreement upon no less than twenty-four (24) hours notice by telephone, e-mail or other writing to Subgrantee's representative.

After notice of termination, Subgrantee shall not incur any new obligations with respect to the terminated portion of the Subgrant Agreement, and shall terminate any consulting agreements or contracts to the extent that they relate to the terminated work. ABA will pay for authorized costs incurred through the date of termination. Subgrantee will furnish all necessary reports of work completed, or in progress, through the date of termination.

5. **COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED GRANTS:** If any portion of this Agreement will be paid with any federal funds, Subgrantee understands and agrees that compliance is required with the provisions of 2 CFR 215.48 and Appendix A to 2 CFR 215, which are

hereby adopted by reference and made a part of this Agreement. It is Subgrantee's responsibility to review, understand, and comply with these requirements, a copy of which may be obtained by accessing the Code of Federal Regulations at www.access.gpo.gov.

6. AUDITS. Subgrantee agrees to cooperate in any audit of its organization commenced by ABA, the funding agency or their authorized representatives.

Audit activities shall include the examination and/or copying of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data, including other sources of funding for Subgrantee's activities. Deficiencies noted in any audit report must be fully cleared by Subgrantee within thirty (30) days after Subgrantee's receipt of notice of such deficiencies.

7. RETENTION of RECORDS. Subgrantee shall retain program reports, financial records, supporting documents, statistical records and all other records pertinent to the Project for a period of three years from the date ABA submits the final financial report to BJA for the Grant. Records that are the subject of audit findings shall be retained for three years after such findings have been resolved or from the date ABA submits the final financial report to BJA for the Grant, whichever last occurs. Records for nonexpendable property acquired with funds under this Subgrant shall be retained for three years after final disposition of such property.

8. LIABILITY. Subgrantee shall indemnify and hold ABA, ABA/Center and their officers, agents and employees harmless against any and all liability imposed or claimed, including reasonable attorney's fees and other legal expenses, arising, directly or indirectly from any act or failure of Subgrantee or Subgrantee's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property or any cause of action of whatever nature, that may arise out of the performance of the Subgrant.

9. RELATIONSHIP. The relationship created under this Subgrant Agreement between ABA, including ABA/Center, and Subgrantee is that of grantor and grantee, respectively, and in no way creates an employer/employee relationship between them, or between the ABA and ABA/Center and any of Subgrantee's employees or agents.

10. LANGUAGE. The official text of this Subgrant shall be in the English language.

11. WORKERS COMPENSATION. Subgrantee agrees to provide workers' compensation insurance, where applicable, for Subgrantees' employees and agents and agrees to hold harmless and indemnify ABA, ABA/Center, their officers, agents and employees from any and all claims arising out of any injury, disability, or death of any of Subgrantee's employees or agents.

12. STATE AND FEDERAL TAXES. As Subgrantee is not ABA's or ABA/Center's employee, Subgrantee is responsible for paying all applicable required taxes, including but not limited to United States state or federal taxes. In particular:

ABA will not withhold FICA (Social Security) from Subgrantee's payments;
ABA will not make state or federal unemployment insurance contributions on Subgrantee's behalf;

ABA will not withhold state or federal income tax from payment to Subgrantee;
ABA will not make disability insurance contributions on behalf of Subgrantee;
ABA will not obtain worker's compensation insurance on behalf of Subgrantee.

13. PROHIBITION OF TERRORISM FINANCING. Subgrantee warrants and agrees that it shall comply with all United States laws and Executive Orders prohibiting transactions with and/or the provision of support and resources to individuals and organizations associated with terrorism. The Subgrantee further warrants that Subgrantee, its employees and agents shall abstain from any such activities.

14. GOVERNING LAW. This Subgrant shall be governed by and construed in accordance with the laws of the State of Illinois, United States of America.

15. DISPUTES. The Parties shall use good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Subgrant. If the Parties are unable to resolve a dispute, and at the written request of a Party, each Party shall appoint, within seven (7) days of receipt of the written request, a knowledgeable representative with decision-making authority for the matter in dispute. The representatives shall meet within fourteen (14) days of receipt of the written request and shall negotiate in good faith to resolve the dispute. Neither Party nor their representatives may choose BJA or any BJA personnel or contracted staff to be a representative in any dispute related to this Agreement.

If the representatives are unable to resolve the dispute within thirty (30) days of receipt of the written request, either Party may demand that the matter be resolved by arbitration under the rules of the American Arbitration Association, before a panel of three arbiters, with each Party to select one arbiter and the two arbiters to mutually select the third. Any such arbitration shall take place in Chicago, Illinois, USA. Neither Party nor their arbiters may choose BJA or any BJA personnel or contracted staff to be an arbiter in any dispute related to this Agreement.

The panel's decision or award shall be final and fully obligatory for both Parties, and enforceable and subject to an entry of judgment by a court of competent jurisdiction. Each Party hereby agrees to subject itself to the personal jurisdiction, and specifically waives any objection it may have to such personal jurisdiction, of the federal or state courts sitting in Chicago, Illinois, USA, as the venue in which the arbitration is conducted, for the enforcement of any arbitration award. The Party losing the arbitration shall reimburse the Party who prevailed for expenses and reasonable attorneys' fees, in the amount that is determined by the panel.

16. PARTIAL INVALIDITY. If any provision in this Subgrant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Article II: Programmatic Provisions

17. PROJECT COMPLIANCE. The Subgrantee shall comply with the Project Description contained in Attachment A. The Subgrantee shall coordinate all Project activities with ABA/Center, including but not limited to the selection, purchase and installation of equipment; training, technical

assistance and other educational programs; and data tracking and evaluation. The Subgrantee shall track the use of equipment using a data collection form (provided by, or adapted from, the ABA) and monitor the performance of the Project. The Subgrantee shall allow ABA or its agents access to case records (in accordance with laws and policies regarding confidentiality) and ensure that practitioners will be available for interviews with ABA evaluators. The Subgrantee shall meet with ABA and other appropriate persons upon ABA's request to discuss Project activities.

18. PROGRAMMATIC REPORTING.

A. Quarterly Program Reports. The Subgrantee shall submit a Quarterly Progress Report to the Program Manager within thirty (30) days following the end of each three-month calendar year quarter during the grant period. If the state is the unit of government and will be distributing to small jurisdictions, the state office maintains responsibility for submitting all reports. Failure to submit the report may result in loss of access to grant funds. More frequent submission may be required by the Subgrantee as a condition of continued participation in the program.

B. Final Report. Within ninety (90) days following the end of the project period a final report, to include final financial and Project progress information, must be submitted by the Subgrantee. If the state is the unit of government and will be distributing to small jurisdictions, the state office maintains responsibility for submitting all reports.

19. ACKNOWLEDGEMENT. Subgrantee shall comply with the branding and acknowledgement guidelines provided separately by ABA/Center personnel.

Article III: Financial Provisions

20. BUDGET. Budget variances over ten percent (10%) per budget category must be pre-approved in writing by the ABA.

21. DISBURSEMENT OF FUNDS (Budgets). ABA shall disburse payments to the Subgrantee as soon as possible, but no later than thirty (30) days after the Program Manager has received a proper invoice from the Subgrantee. The Subgrantee understands that no funds will be provided without approval by ABA's Washington, D.C. office.

The total of all funds disbursed to the Subgrantee to reimburse allowable costs under this Subgrant Agreement shall not exceed the amount specified in Section 2 of this Subgrant Agreement and described in Attachment B.

Any unspent funds at the end of the Subgrant period shall be returned to ABA. The ABA will consider time-limited no-cost extensions on a case-by-case basis (see Section 25).

22. FINANCIAL REPORTING. The Subgrantee shall submit a Quarterly Financial Report to the Program Manager within thirty (30) days following the end of each three-month calendar year quarter during the grant period. If the state is the unit of government and will be distributing to small jurisdictions, the state office maintains responsibility for submitting all reports. Failure to submit the

report may result in loss of access to grant funds. More frequent submission may be required by Subgrantee as a condition of continued participation in the program.

23. FINAL REPORT. Compliance with the Final Report specified in Section 18(B) of this Subgrant shall constitute compliance with submittal of a Final Financial Report.

24. FAILURE TO MEET MATCH REQUIREMENT. The failure by Subgrantee to meet the cash match requirement of \$9,975.00 will result in the need by Subgrantee to refund a pro-rata portion of the subaward costs that have been paid.

25. NO-COST EXTENSIONS. The Subgrantee shall inform the ABA in writing of the need for additional time to complete the Project no less than sixty (60) days before the end of the subgrant period. Following a review of the Subgrantee's request, the ABA may issue a time-limited no-cost extension. Failure to notify ABA of Project delays may result in loss of access to grant funds.

26. FINANCIAL RECORDS. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks shall be signed by a legally authorized agent(s) of Subgrantee. All accounting records including supporting documents pertaining in whole or in part to this Subgrant shall be readily accessible and shall be maintained in accordance with Section 7 of this Subgrant (Retention of Records).

27. PROCUREMENT GUIDELINES. The Subgrantee must observe the following guidelines when procuring goods or services under this Subgrant:

A. Only items identical to or similar to those listed in the Project or Budget shall be purchased. Any deviation from those items must be pre-approved in writing by ABA/Center.

B. The Subgrantee shall obtain a minimum of three bids (or price quotes) from different vendors (if possible) for purchase of assets greater than \$5,000. The Subgrantee shall submit the bids to ABA/Center in the appropriate quarterly financial report or explain to the satisfaction of the ABA why multiple bids or quotes were not obtained and, if applicable, why a vendor other than a low-bid vendor was selected.

28. ALLOWABILITY OF COSTS. If payments by ABA to Subgrantee include payment for costs subsequently disallowed by ABA or by an authorized agent of BJA, Subgrantee shall repay on demand the amount of any such disallowed costs, subject to Subgrantee's right to defend orally or in writing the allowability of any such costs to ABA or BJA.

If any portion of this Agreement is paid with any federal funds Subgrantee shall comply with the cost principles set out in OMB Circular A-122, under which costs for entertainment and alcohol are specifically not allowed.

29. ENTIRE AGREEMENT. This instrument and attachments contain the entire agreement and understanding of the Parties hereto. They may not be changed orally but only by agreement in writing with the mutual consent of both Parties. Consent to any change in the Agreement may be given on

behalf of the ABA only by its Executive Director, Chief Financial Officer, or Director of Financial Services-DC. There is no other contemporaneous understanding or agreement, oral or written, between the Parties on said subject matter, and neither Party shall be bound by any statement or representation not contained or incorporated herein.

IN WITNESS WHEREOF, ABA and the Subgrantee, by their representatives duly authorized, have executed this Subgrant Agreement.

Montgomery County Commission

By: Elton N. Dean, Sr.
Title: Chairman, Montgomery County Commission

Date: _____

AMERICAN BAR ASSOCIATION

By: _____
Title: _____

Date: _____

AMERICAN BAR ASSOCIATION
OFFICE OF THE GENERAL COUNSEL

APPROVED

Catherine Daubard

Digitally signed by Catherine Daubard

DN: cn=Catherine Daubard,

o=AMERICAN BAR ASSOCIATION,

ou=Office of the General Counsel,

email=daubardc@staff.abanet.org,

c=US

Reason: Contract Log #11236

Date: 2009.10.14 15:37:30 -05'00'

Attachment A
Project Description

Project Description: To purchase, install and providing related training on CCTV equipment for use in child abuse cases by the Montgomery County (Alabama) District Attorney's Office.

Task and Timeline Chart:

	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12	M13	M14	M15	M16	M17	M18
Convene project team meeting	MR					MR						MR						MR
Request bids for equipment			SB	SB														
Review bids					MR SB	MR SB												
Order equipment							SB											
Install equipment									V									
Provide training									V	MR CG	MR (as needed)							
Evaluate training													CARPDC		CARPDC		CARPDC	
Asses equipment usage												CARPDC						
Submit quarterly reports				SB				SB				SB				SB		
Submit final report																		SB

MR: Melissa Rueschhoff, Project Director
 SB: Sara Byard, Grant Specialist
 CARPDC: Evaluation Consultant

CG: Crystal Gregory, Forensic Interviewer
 V: Vendor

Attachment B
Project Budget

Project Budget

Budget Category	Amount
A. Personnel	\$9,975.00
B. Fringe Benefits	\$0
C. Equipment	\$21,277.10
D. Supplies	\$450.00
E. Renovation	\$0
F. Consultant/Contracts	\$8,089.90
Direct Costs	\$39,792.00
G. Indirect Costs	\$0
TOTAL PROJECT COSTS	\$39,792.00
<i>(Cash Match)</i>	<i>\$9,975.00</i>
TOTAL AWARD	\$29,817.00



Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667



(334) 832-2550
FAX (334) 832-1615

Agenda

OCT 26 2009

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape *rb*
Administrative Assistant

DATE: October 21, 2009

RE: Violence Against Women Prosecution Grant

The Montgomery County District Attorney's Office is applying to ADECA for a continuation of the Violence Against Women Prosecution Grant. The County Commission serves as the sub grantee. The grant start date will be January 1, 2010. The District Attorney's Office provides the matching funds so there is no cost to the County General Fund.

Please place this grant application request on the Montgomery County Commission agenda for Monday, October 26.

Thank you for your continued support for the VAW Prosecution Unit.

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690		GRANT APPLICATION Date Received by LETS Grant # Assigned (Leave Blank)	Page 1
		Form Revised January 10, 2004	
Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application			
1. Applicant Name Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone #: (334) 832-1259 Fax # (334) 832-2533 E-Mail		3. Authorizing Official Name Elton N. Dean, Sr., Chairman Title Montgomery County Commission Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1259 Fax # (334) 832-2533 E-Mail	
2. Implementing Agency Name Montgomery County District Attorney Phone # (334) 832-2550		Signature _____ Date: _____	
4. Project Director Name Rhonda B. Cape, Administrative Assistant Address 251 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-2550 Fax # (334) 832-1615 E-Mail rhonda.cape@alada.gov Signature <i>Rhonda B. Cape</i> Date: 10/20/09		5. Financial Officer Name Sherrill Thomas, Finance Director Address 101 South Lawrence Street Montgomery, AL 36104 Phone # (334) 832-1268 Fax # (334) 832-2533 E-Mail sherrillthomas@mc-ala.org Signature _____ Date: _____	
6. Type of Application ☐ Original ☒ Continuation of Previous Grant Number: 08-WF-PR-008		7. Program Under Which Application is Made Violence Against Women Act	
8. Project Start Date (Estimated) 1-Jan-10		9. Project Ending Date (Estimated) 31-Dec-10	
10. Does this application require a prior cost approval? ☒ Yes ☐ No			
11. Name of the Project (Brief Descriptive Title) Montgomery County Violence Against Women Prosecution Unit		12. Grant Funds Requested \$ 85,000.00	
13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No (If yes, identify and explain on Page 9)		14. Total Project Duration (in Months) 12	
15. Project Summary: (Suitable for a news release pertaining to this project)			

PROJECT SUMMARY

The mission of the Violence Against Women Prosecution Unit reflects the specific missions of the Violence Against Women Act (VAWA): (1) reformation of the criminal justice system; (2) change in public attitudes; and (3) the establishment of a community-based response.

The Violence Against Women Prosecution Unit includes a Deputy District Attorney who serves as the vertical prosecutor on violent crimes against women in District Court and Circuit Court, and a Victim Services Officer who assists the victim throughout the legal process, including providing information immediately after the crime, attending court with the victim and coordinating meetings with the victim and prosecutor. The Victim Services Officer also assists the Montgomery County Task Force on Domestic Violence (Task Force) and the Sexual Assault Response Team of Montgomery (SART).

The Montgomery Municipal Court continues to be overloaded with domestic violence cases. Through the efforts of the Unit, the Target Program diverts cases from Municipal Court to District Court. The Target Program identifies domestic violence misdemeanor cases that involve a female victim and a firearm. Since implementation on May 1, 2002, the Target Program has diverted over 350 cases from Municipal Court to District Court. The Unit continues to accept misdemeanor cases from Municipal Court and prosecute them in an expedited manner.

The continuation of the Violence Against Women Prosecution Unit will solidify the changes so desperately needed in community attitudes and in the criminal justice system. Aggressive prosecution of crimes involving violence against women is the primary objective of the Unit, along with ensuring the safety and well being of the victim. The Unit will collaborate with the Task Force and SART to develop policies and procedures that redirect and reform the criminal justice system to respond more effectively to violence against women crimes; provide educational and victim services to change public attitudes and the criminal justice system itself; and utilize the community-based concept to assure a long range commitment to reformation within the system and the community.

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the **Montgomery County Commission** hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton N. Dean, Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the _____ day of October 2009

I, Donald L. Mims, County Administrator
(Name) (Title)

In and for the **Montgomery County Commission**

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____, 2009, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the **Montgomery County Commission**

This the _____ day of October, 2009.

(Name)

(Title)

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION 20. Project Narrative Detailed Budget Explain computations in the Budget Narrative on Page 8.	Page 6
Form Revised January 10, 2004		

A. Personnel:
 List each individual with salary

Name of Employee	Position / Title	Salary	Rate Of Pay (BW, SM)	% of Time Devoted to Project	Annual Income / Unit Cost	Category Total
Carrie Gray	Deputy District Attorney	\$ 2,197.95	24	100%	\$ 52,750.80	\$ 52,750.80
Crystal Taylor	Victim Services Officer	\$ 1,400.00	24	100%	\$ 33,600.00	\$ 33,600.00
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
		\$ -	24	100%	\$ -	\$ -
See Attachment 1 (Personnel)					\$ -	\$ -
Salaries Sub-Total					\$	86,350.80

Fringe Benefit Computation				
FICA	\$ 86,350.80		7.650%	\$ 6,605.83
SUI	\$ 86,350.80		0.000%	\$ -
W/C	\$ 86,350.80		0.000%	\$ -
Health Insurance	\$ 1,610.00	6	100.00%	\$ 9,660.00
Health Insurance	\$ 1,610.00	6	0.00%	\$ -
Retirement	\$ 86,350.80	1	11.94%	\$ 10,310.28
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
Other	\$ -	0	100.00%	\$ -
Fringe Sub-Total				\$ 26,576.11
Total Personnel Expenditures				\$ 112,926.91

B. Confidential Expenditures:
Prior approval of procedures is required

1. Purchase of Services	\$ -
2. Purchase of Evidence	\$ -
3. Purchase of Specific Information	\$ -
Total Confidential Expenditures \$ -	

Professional Services:
 Must be itemized
List by individual or type of individual, with fee basis limited to a reasonable rate not to exceed \$450 per day.

1. Individual Consultants and/or Contracting of Service Organizations

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
Total Professional Services	\$ -

ADECA Law Enforcement/Traffic Safety Division 401 Adams Avenue P.O. Box 5690 Montgomery, AL 36103-5690	GRANT APPLICATION	Page 7 20. Project Narrative Detailed Budget (Continued) Form Revised January 10, 2004
---	--------------------------	---

D. Travel:

Transportation & associated cost of project personnel. (Consultant travel is to be included in Category C)

Mileage:	\$	-
Per Diem:	\$	-
Conference Cost:	\$	-
Other:	\$	-

Total Travel \$ -

E. Operating Expenses:

Must be itemized

Office Supplies	\$	406.43
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-

Total Operating Expense \$ 406.43

F. Equipment Purchase:

Must be itemized

Item	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 2 (Equipment)		\$ -	\$ -

Equipment Purchase Total \$ -

Lease or Rental Equipment

		\$ -	\$ -
		\$ -	\$ -
See Attachment 2 (Equipment)		\$ -	\$ -

Lease or Rental Total \$ -

Total Equipment Expense \$ -

Total Project Cost \$ 113,333.34

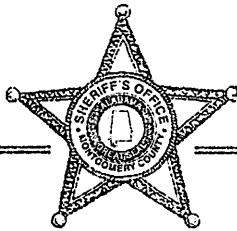
\$ 113,333.33

Matching Ratio:	ADECA / LETS %	75%	ADECA / LETS Support	\$ 85,000.00
	Match %	25%	Matching Contribution	\$ 28,333.33

26

OCT 26 2009

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980

FAX: (334) 832-2500

October 13, 2009

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Homeland Security Grant Signatures

Please find enclosed the Homeland Security Grants for FY09 . I have indicated the locations that require a signature and would appreciate your having the Chairman of the Montgomery County Commission sign in the appropriate places and return the documents to my office.

If you have any question concerning these grants, please do not hesitate to call on me.

DC/tb

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM**

ASSISTANCE ALLOCATION - LETTER OF AGREEMENT (City Fire)

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY	4. Amount of	5. Effective Dates	6. Agreement Number ALDHS 09-0955 Grant Numbers (Reporting Categories): 9MAL \$ 18,840.00
2009	Federal \$ 18,840.00 Total \$ 18,840.00	Begin: August 1, 2009 End: December 31, 2011	

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2009 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

Initial Here: D.C.

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

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY 2009	4. Amount of Federal \$ 20,500.00 Total \$ 20,500.00	5. Effective Dates Begin: August 1, 2009 End: December 31, 2011	6. Agreement Number ALDHS-09-0945 Grant Numbers (Reporting Categories): 9CCL \$ 20,500.00

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2009 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

Initial Here: DC

**COOPERATIVE AGREEMENT
STATE HOMELAND SECURITY GRANT PROGRAM**

ASSISTANCE ALLOCATION - LETTER OF AGREEMENT (EMA)

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY	4. Amount of	5. Effective Dates	6. Agreement Number ALDHS-09-0879 Grant Numbers (Reporting Categories):
2009	Federal \$ 321,221.00 Total \$ 321,221.00	Begin: August 1, 2009 End: December 31, 2011	9MMR \$ 321,221.00

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2009 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

Initial Here: De

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

(LAW ENFORCEMENT
MPD, MCSO, & REGION)

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104			2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115		
3. FY	4. Amount of	5. Effective Dates	6. Agreement Number ALDHS-09-0877 Grant Numbers (Reporting Categories):		
2009	Federal \$ 40,000.00 Total \$ 40,000.00	Begin: August 1, 2009 End: December 31, 2011	9LEL \$ 40,000.00		

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2009 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

Initial Here: DC

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

(LAW ENFORCEMENT
MCSO, MPD & MFD)

1. Grantee Name & Address: Montgomery County Sheriff's Department 115 S. Perry St Montgomery, AL 36104		2. Issuing Office & Address: Alabama Department of Homeland Security PO Box 304115 Montgomery, AL 36130-4115	
3. FY	4. Amount of	5. Effective Dates	6. Agreement Number ALDHS-09-0888 Grant Numbers (Reporting Categories): 9SHL \$ 100,535.27
2009	Federal \$ 100,535.27 Total \$ 100,535.27	Begin: August 1, 2009 End: December 31, 2011	

Montgomery County Sheriff's Department is herein referred to as the Sub-grantee, the Alabama Department of Homeland Security is herein referred to as AL DHS, and FY2009 is herein referred to as the Agreement Fiscal Year.

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

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

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

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

Initial Here: DC

3-6

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

OCT 26 2009

October 16, 2009

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr. 
Deputy Administrator

SUBJECT: Carmichael Engineering Contract
Montgomery County Sheriff's Office
K-9 Facility

The General Contractor has requested we use Carmichael Engineering for testing during construction of the K-9 facility. This contract will provide testing services on an hourly basis and will include soil compaction, and concrete testing. The Commission was briefed on this item during the information session of the October 13, 2009 meeting.

I agree with the recommendations of the contractor and T.C.U. Consulting. I recommend approval of this contract at the next Commission meeting on October 26, 2009.

JAM/rw

Attachments



TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
2009
Sampling Planning
Strategic Planning
Construction Claims Consulting
Investment Consulting

Transmittal

MCC K-9 Kennel

To: Montgomery County Commission

DATE: 09.29.2009 06:35AM

Attention: John Mitchell

Subject: Testing Services

THE FOLLOWING MATERIAL IS TRANSMITTED: Attached

Other

If Other: Contract for construction testing services

Description:

Provide testing services on an hourly basis as requested by the General Contractor. Testing to include soil compaction, concrete testing, etc.

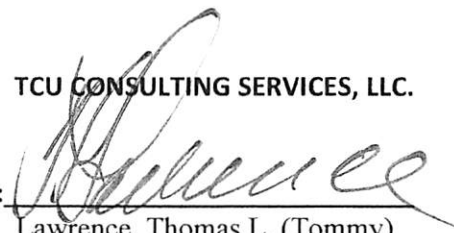
This Material Is Submitted For: Approval

Comments:

I have reviewed the attached contract and recommend that it be placed before the commission for approval. This service is needed for the construction work to continue and testing to be performed. Carmichael performed the subsurface investigation on this project and I believe it is best to use the same company for testing.

TCU CONSULTING SERVICES, LLC.

BY:


Lawrence, Thomas L. (Tommy)

Carmichael Engineering, Inc.

P.O. Box 241702
Montgomery, Alabama 36124-1702
(334) 213-5647 / FAX (334) 213-7348

PROPOSAL/WORK ORDER

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

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

Payment Terms: Net due upon receipt of invoice. A finance charge of 2% (minimum \$25.00 per month) per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days after invoice date.

PROPOSAL NO.: WO# 3544

JOB NAME: Montgomery County K-9 Facility

JOB LOCATION: Montgomery

STATE: AL

JOB DESCRIPTION: Construction Materials Testing and Special Inspection Services

SCOPE OF WORK AUTHORIZED:

We propose to perform construction materials testing services for the referenced project. We anticipate our services will include primarily earthwork monitoring and testing, concrete placement monitoring including casting of concrete test specimens, foundation bearing capacity verifications, rebar placement verification and other tests and observations as requested. We expect our services will be required and/or requested on a will-call basis. Please see the unit fee schedule for more detailed information that has been attached with this authorization sheet.

CEI AGENT: J. Stephen Carmichael P.E. (NAME)

President (TITLE)

DATE: 9/28/09

(SIGNATURE)

(Information Below To Be Provided By Client)

INVOICE TO BE PAID BY:

FIRM: _____ FEDERAL I.D.#: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE () _____

WORK AUTHORIZED BY: _____ (PLEASE PRINT NAME)

(PLEASE PRINT TITLE)

DATE: _____ (SIGNATURE)

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

CARMICHAEL ENGINEERING, INC.

Exhibit A Unit Fee Schedule

Construction Materials Testing Services Montgomery County K-9 Facility CEI Proposal No.: 3544 September 28, 2009

Professional Services

Item#	Item	Unit Fee
1	Senior Geotechnical Engineer	\$ 135.00 / Hour
2	Geotechnical Engineer	\$ 95.00 / Hour
3	Project Manager	\$ 65.00 / Hour

Field Technician Services

4	Senior Engineering Technician - Level 2**	\$ 50.00 / Hour
5	Senior Engineering Technician - Level 1***	\$ 40.00 / Hour
6	Field Density Testing	\$ 9.00 / Test

Laboratory Testing Services

7	Soil Standard Proctor Test	\$ 85.00 / Each
8	Soil Modified Proctor Test	\$ 95.00 / Each
9	Soil Particle Size Test	\$ 50.00 / Each
10	Soil Atterberg Limit Test	\$ 55.00 / Each
11	Concrete Cylinder Curing & Compressive Strength Test	\$ 9.00 / Each
12	Grout Prisms & Mortar Cubes - Compressive Strength Test	\$ 8.00 / Test
13	Asphalt Mix Gradation & Asphalt Content	\$ 105.00 / Test
14	Asphalt Core Density & Thickness Check	\$ 15.00 / Core
15	Asphalt Core Equipment	\$ 150.00 / Day

Miscellaneous

16	Mileage (portal to portal) (Professional and Field Technician Services)	\$ No Charge
17	Monthly NPDES Sediment & Erosion/BMP Inspections	\$150.00 / Report

Notes:

- * A Level 2 Technician rate will be charged for all "Special Inspection" services on an hourly basis that includes proof roll observations, foundation examinations and steel reinforcement inspections (foundations, columns and masonry walls).
- ** A Level 1 Technician rate will be charged on an hourly basis for standard earthwork monitoring and testing, concrete testing and asphalt testing.

A 1.2 factor will be applied to the field technician rate for more than 40 hours per week for services performed on a full-time basis, Saturday, Sunday and/or Holiday work. Fees not included above will be subject to mutual agreement, confirmed in writing.

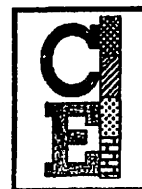


EXHIBIT C

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

- 1. PAYMENT TERMS.** CARMICHAEL ENGINEERING, INC., (hereinafter called "CEI") will submit invoices to client monthly and a final bill upon completion of services. Invoice will show charges for different personnel, unit prices and/or expense classifications unless a lump sum payment is agreed to as part of this agreement. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of two percent (2%) per month (minimum of \$15.00 per month) on the principal amount of any past due account. In the event CEI deems it necessary to refer the account to an attorney for collection, client agrees to pay all costs of collection, including a reasonable attorney's fee.
- 2. INSURANCE.** CEI maintains Worker's Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits and property damage limits of, to wit \$1,000,000 combined single limit. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen (15) days written notice be given prior to cancellation. Cost of the above is included in our quoted fees. If additional coverage, such as additional insured endorsements, waiver of subrogation or increased limits of liability are required, CEI will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
- 3. STANDARD OF CARE.** The only warranty or guarantee made by CEI in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by our proposal for geotechnical/environmental services or by our furnishing oral or written reports.
- 4. LIMITATION OF LIABILITY.** Client agrees to limit CEI's liability to client, and to all construction contractors and subcontractors on the project, arising from CEI's professional acts, errors or omissions or other professional negligence, so that the total aggregate liability of CEI to all those named shall not exceed \$1,000,000 (one million dollars).
- 5. RIGHT OF ENTRY.** Unless otherwise agreed in writing, client will provide for the right of entry for CEI, its agents and employees and all equipment necessary for the completion of the work. While CEI will take reasonable precautions to minimize any damage to the site, it is understood by the client that in the normal course of work some damage may occur and that the cost of correction or repairing such damage is not included in the quoted fee and CEI is not responsible unless specifically stated. If client desires CEI to repair or correct the damage, the cost of such repairs or corrections will be paid by client as an additional fee.
- 6. EXISTING MAN MADE OBJECTS.** It is the duty of the client to disclose the presence and accurate location of all hidden or obscure man made objects, including utility lines, relative to field test or boring locations. CEI field personnel are trained to recognize clearly identifiable stakes or markings in the field and, without special written instructions to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. If CEI is notified in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, CEI will give special instructions to its field personnel. Client agrees to indemnify and save harmless CEI from all claims, suits, losses, personal injuries, deaths and property liability resulting from unusual subsurface structures, owned by client or third parties, occurring in the performance of the proposed services, the presence and exact locations of which were not revealed to CEI in writing, and to reimburse CEI for expenses in connection with any such claims or suits, including reasonable attorney's fees.
- 7. SAMPLING OR TESTING LOCATION.** The fees included in the Agreement do not include costs associated with surveying of the site or the accurate horizontal and vertical locations or tests. Field test or boring locations described in CEI's report or shown on sketches are based on specific information furnished by the client or client's agent or estimates made by CEI technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report or contracted for at the inception of the Agreement.
- 8. SAMPLE DISPOSAL AGREEMENT.** CEI will retain soil and rock samples which are not used for testing for forty-five (45) days after submission of our report. After forty-five (45) days the retained samples will be discarded unless the client has made written request for storage or transfer of the samples. Client shall be responsible for the expense of such storage or transfer.

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

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

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

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

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

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

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

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

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

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

(Revised 1/1/09)

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

OCT 26 2009

DATE: October 22, 2009

TO: Donnie Mims – County Administrator

FROM: Paul H. Brown – Executive Director

RE: **Commission Agenda Item - Memorandum of Understanding Between Family
Sunshine Center and the MCCPCA – County Commission for \$10,000 Grant**

Mr. Mims:

Effective Thursday, October 1, 2009, the Montgomery County Community Corrections Department assumed responsibility for providing the E.V.E.N. Domestic Violence Offender Education/Intervention program. As part of the understanding between the Family Sunshine Center (FSC) and the Montgomery County Community Punishment and Corrections Authority (MCCPCA), the FSC agreed to assist the Montgomery County Community Corrections Department with initial costs of assimilating the E.V.E.N. Program with a \$10,000 grant. The MCCPCA has been asked by the Executive Director of the FSC – Karen Sellers, to enter into a Memorandum of Understanding (MOU) to satisfy her Board of Directors that the grant will serve to accomplish its intended purpose. The attached Memorandum of Understanding addresses each of our specific concerns and agreements made during our negotiations to assume the E.V.E.N. Program.

The MCCPCA Board members have been polled by the Board Chair and they are in agreement to proceed to the Commission with the request that the Commission approve the MOU. I requested that the proposed MOU be reviewed by the County Attorney and his favorable opinion is attached. The Original Memorandum of Understanding has been modified to reflect that a County Commission Representative is the signatory on the document.

I am requesting that the proposed Memorandum of Understanding be placed on the Commission Agenda for review and consideration at the upcoming Monday, October 26th session.

Respectfully submitted,


Paul H. Brown

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

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL RELEASE • E.V.E.N. DOMESTIC
VIOLENCE PROGRAM • GPS OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Montgomery Area Family Violence Program, Inc. dba Family Sunshine Center (FSC) of Montgomery, Alabama and the Montgomery County Community Punishment and Corrections Authority (MCCPCA), representing the Montgomery County Community Corrections Department (MCCCD) and the Montgomery County Commission, is hereby entered into and agreed upon by both signed representatives of each respective party in consideration for a Grant award from the FSC to the Montgomery County Community Corrections Department in the amount of \$10,000.00. This grant award is to be comprised of negotiable U.S. funds and by transfer to the MCCPCA - MCCCD E.V.E.N. participant accounts payable (presently in the amount of approximately \$2,500). Specific consideration to be performed, given or otherwise provided by either party shall be as follows:

1. At a future date to be determined by both the FSC and the MCCPCA, and before September 30, 2010, should it be determined that any portion of the transfer of accounts payable to the MCCPCA - MCCCD becomes uncollectable for any reason, including the dismissal or suspension of any particular participant, the unpaid portion of the transferred account(s) payable will be paid to the MCCPCA by the FSC in the form of a one time payment. The total of all grant payments made to the MCCPCA - MCCCD and payable to the Montgomery County Community Corrections Department by the FSC under this agreement shall in no case exceed \$10,000.00 in the aggregate.
2. The FSC agrees to provide periodic training on Domestic Violence Victim's issues to all designated MCCPCA – MCCCD Contract E.V.E.N. staff, with said training designed to be of sufficient duration and frequency for MCCPCA - MCCCD Contract staff to remain proficient on matters concerning Domestic Violence victim's issues. It is understood that FSC will provide only training approved by the Alabama Coalition Against Domestic Violence that will count toward the certification of MCCPCA – MCCCD and which can be done by FSC staff. It is further agreed that such training will be provided in a group format to multiple trainees for the purpose of their ability to qualify to serve as EVEN group facilitators. FSC and MCCPCA – MCCCD may decide to collaborate to jointly provide additional training approved by the Alabama Association of Violence Intervention Programs (AAVIP) to its respective staff and jointly share the costs, but neither entity is under an obligation to do so.

3. The MCCPCA - MCCCCD agrees that it's ultimate goal is to seek State Certification for the E.V.E.N. Domestic Violence Perpetrator/ Intervention Program, however, no specific timeline applies to this agreement.
4. The MCCPCA – MCCCCD and County Commission agree that for all participant Program Release Forms, the participant shall be required to permit the release of specific information concerning his or her attendance and performance in the program to: a) the victim of the alleged incident resulting in the referral to the program; b) any bona fide Victim Advocate and in particular the Victim Advocate of the FSC and; c) law enforcement officials and the local District Attorney.
5. FSC agrees to transfer over to the MCCPCA - MCCCCD all client files, documents, electronic media, and full rights (but not ownership) to the E.V.E.N. Domestic Violence Curriculum for its full use. FSC retains all rights to the curriculum and maintains the full and exclusive right to transfer, share or otherwise distribute the E.V.E.N. curriculum to others without the consent of the MCCPCA – MCCCCD or County Commission.
6. The FSC agrees to serve in the capacity of a consulting and screening agency for the purpose of making recommendations for interns and prospective E.V.E.N. facilitators to provide instruction to participants. Prospective interns or facilitators will be provided the same opportunity to participate in the training on Domestic Violence Victim's Issues as noted in item #2.
7. The MCCPCA and the Montgomery County Commission agree to have the Executive Director of the Montgomery County Community Corrections, or appointee, serve as a member of the Montgomery County Task Force on Domestic Violence. It is agreed that said representative should have supervisory or direct involvement in the operations of the E.V.E.N. program if at all possible.
8. FSC agrees to initiate transfer of the aforementioned grant funds to the MCCPCA, payable to the Montgomery County Commission, as soon as practicable after the FSC Board of Directors, or appointed representative approves this agreement, and in any case no later than December 31, 2009.

The effective date of this agreement shall be the date both parties have signed this agreement .

All aspects of this Memorandum of Understanding shall continue in full effect until: 1) Both parties amend this agreement by a subsequent signed agreement by both parties or 2) After a period of ninety days of this agreement being in effect and after fulfillment of item #1 of this agreement, either party gives at least thirty (30) days notice to the other party, in writing, of the other party's intent to cancel the agreement.

Dated this _____ Day of _____, 2009.

Family Sunshine Center
(Authorized Representative)

Montgomery County Commission
(Authorized Representative)

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____



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

MEMORANDUM

October 7, 2009

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery County Community Punishment and Corrections Authority
Contract with Family Sunshine Center

I have reviewed your October 5, 2009 memorandum, the September 28, 2009 memorandum from Paul Brown to you, and the Memorandum of Understanding. The Memorandum of Understanding is by and between the Montgomery Area Family Violence Program, Inc. dba Family Sunshine Center and the Montgomery County Community Punishment and Corrections Authority ("MCCPCA") for a grant award from the Family Sunshine Center to the MCCPCA in the amount of Ten Thousand Dollars (\$10,000).

It is my legal opinion that this Memorandum of Understanding is acceptable. 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.

50051-317
3,314,547

OCT 26 2009**SECOND AMENDMENT TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") is made and entered into as of the 5th day of ~~February~~^{MARCH}, 2007, by and between COMMERCIAL PROPERTIES, INC. ("Landlord") and MONTGOMERY COUNTY COMMISSION ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have previously entered into that certain Lease Agreement dated October 1, 1995 (the "Lease"), and Amendment dated November 19, 2001 (the "Amendment"), pursuant to which Landlord leased and demised to Tenant and Tenant leased from Landlord the premises (the "Premises") as more particularly described in the Lease and Amendment; and

WHEREAS, Landlord and Tenant mutually desire to modify and amend the Lease and Amendment pursuant to the terms hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF Ten and No/100ths Dollars (\$10.00), the Agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Except as is otherwise set forth herein, all defined terms and terms of art hereinafter set forth in the Second Amendment shall have the same meaning as and when such terms of art and defined terms are used in the Lease and Amendment.
2. The Premises is identified in Yellow on the attached Exhibit "B-1" and contains approximately $\pm$ 7,200 S.F.
3. The Fixed Minimum Rent for the Additional Lease Term and Option Terms as described in the Lease and Amendment for the Premises, as highlighted in Yellow on the attached Exhibit "B-1" is hereby amended as follows:

A.	<u>ADDITIONAL</u>	<u>FIXED</u>	<u>FIXED</u>
	<u>LEASE TERM</u>	<u>MINIMUM RENT</u>	<u>MINIMUM RENT/S.F.</u>
	May 1, 2007 – April 30, 2010	\$4,550.00/month	\$7.58
B.	<u>FIRST OPTION TERM</u>	<u>FIXED</u>	<u>FIXED</u>
		<u>MINIMUM RENT</u>	<u>MINIMUM RENT/S.F.</u>
	May 1, 2010 – April 30, 2011	\$4,550.00/month	\$7.58
C.	<u>SECOND OPTION TERM</u>	<u>FIXED</u>	<u>FIXED</u>
		<u>MINIMUM RENT</u>	<u>MINIMUM RENT/S.F.</u>
	May 1, 2011 – April 30, 2012	\$4,550.00/month	\$7.58

ID: 0000011010

Mr. Donald L. Mims
County Administrator
Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

REMITTANCE ADDRESS:

P.O. BOX 79007
Baltimore, MD 21279-0007
EIN# 53-0190321
Please Contact NACo with
questions about this charge at
(202)942.4291 / Fax: (202)393.2630

INVOICE

DATE	DESCRIPTION	AMOUNT
	County Membership Dues 01/01/2010 - 12/31/2010 <i>2010 Dues remain the same for a third year in a row per the NACo Board of Directors. Thank you for your membership in NACo!</i> <i>NACo Membership is a tremendous value! Take advantage of the many ways that NACo membership saves you money, time and resources including the NACo Prescription Drug Discount Card Program and Grants Resource Center. NACo even offers all publications free exclusively to our members! NACo's nationally bid cooperative purchasing programs can save members much more than their dues with just one purchase. NACo also offers County News, eNews, Conferences, Research, Training, and so much more!</i> <i>If you need additional information, please contact Ilene Manster, Membership Coordinator, at (202)942-4291 or e-mail imanster@naco.org.</i> Total: \$4,745.00 Less Amount Paid: \$-0.00	
	TOTAL	\$4,745.00

▼ PLEASE RETURN WITH PAYMENT ▼

ID: 0000011010

Date: 9/21/2009

Mr. Donald L. Mims
Montgomery County
P.O. Box 1667
Montgomery, AL 36102-1667

Invoice #: 59701

NACo
P.O. BOX 79007
BALTIMORE, MD 21279-0007



October 14, 2009

**ACAA MEMBERSHIP APPLICATION
& RENEWAL FORM****For 2010 Membership Year
(January 1 - December 31, 2010)**County: MONTGOMERY County Website: WWW.MC-ALA.ORGAddress/City/Zip: P.O. BOX 1667, MONTGOMERY, ALABAMA 36102-1667Telephone: (334) 832-1210 Fax: (334) 832-2533

In order to continue to receive all Association of County Administrators of Alabama (ACAA) mailings, persons must be current ACAA members. Please add the names below of all eligible members from your county, along with their titles and email addresses, who wish to join ACAA. Eligible members include county commission Administrators; Assistant Administrators; and any other persons, by whatever title designated, who performs the duties of Administrators or Assistant Administrators to the various governing bodies of the State of Alabama. Renewal of membership in ACAA for 2010 is due by November 30, 2009. Direct any questions regarding ACAA renewal to Marcia Collier at 334-263-7594.

Name: DONALD L. MIMS Title: ADMINISTRATOR Email: d0Naldmims@mc-ala.orgName: JOHN A. MITCHELL, SR. Title: DEPUTY ADMINISTRATOR Email: johnmitchell@mc-ala.org

Name: _____ Title: _____ Email: _____

Name: _____ Title: _____ Email: _____
(use additional paper, if needed)Total Amount Enclosed: \$ 75.00 (\$50 Administrator + \$25 each Asst. Admin. and Others)**Payment Due Upon Receipt**Please make check payable to ACAA and mail to:

ACAA - 100 N. JACKSON ST. - MONTGOMERY, AL 36104



MONTGOMERY COUNTY COMMISSION

Office of Public Affairs

101 S. Lawrence Street, Montgomery, AL 36104 Tel. (334) 832-1270 Fax (334)-832-2533

Agenda

OCT 26 2009

October 19, 2009

To: Montgomery County Commissioners

From: DiDi Henry

Re: Public Relations Council of Alabama – Montgomery Chapter Dues

I am requesting that the Commission approve the payment of my annual dues to PRCA-Montgomery for 2010. The national PRCA organization is increasing dues from \$105 to \$125 per year. However, if my dues are paid prior to December 31st, I will be able to keep the \$105 rate. I will be serving as Vice President of Communications for this organization in 2010. The membership includes online webinars, newsletters, conferences and information for public relations professionals that can only be obtained through membership to the organization. The dues are \$105.00.

Thank you for your consideration.



Public Relations
Council of Alabama

Invoice

Please remit **\$105** for renewal of Active Membership in PRCA

Deadline for payment: January 30, 2010

This invoice is for the annual renewal of membership in the Public Relations Council of Alabama (Jan. 1 – Dec. 31, 2010) for:

**DiDi Henry
Manager of Public Affairs
Montgomery County Commission**

Please make corrections to the information below and return this form with a check for the amount shown made payable to the **Public Relations Council of Alabama**. If you have changes, don't forget to go to www.prcaonline.com and update your information on the state database.

Address:

Montgomery, AL 36111

Work phone: 334-832-1270

Fax: 334-832-2533

Home phone: 334-239-1345

E-mail: didihenry@mc-ala.org

Web site:

PRCA member since: 2009

**Return form and check to: Belinda Bazinet, PRCA, VP Membership
1405 Kelly Rd
Titus, AL 36080**

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

OCT 26 2009

October 26, 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:

- NC-2010-3: District Attorney's Solicitors Fund, for Family Justice Center Conference - \$1,000; (\$500-Polizos and \$500-Wilson)
- NC-2010-4: Alabama Cooperative Extension System, for the 2009 Natural Resources Tour - \$400; (Ingram)

DLM/tll

10-1

**MONTGOMERY COUNTY COMMUNITY
PUNISHMENT AND CORRECTIONS AUTHORITY**
301 ADAMS AVENUE • P.O. BOX 1667
MONTGOMERY, AL 36102-1667

Agenda

OCT 26 2009

DATE: October 19, 2009

TO: Donnie Mims – County Administrator

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Request for County Commission to Consider a Position Fill Request to Replace
Position Vacancy Created by the Resignation of Samuel Shawn Smith
(Commission Agenda Item)

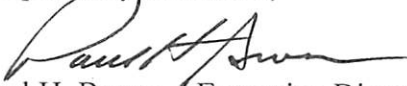
Mr. Mims:

Please find attached a Position Fill Request to replace the position created by the resignation of Community Corrections Officer, Samuel Shawn Smith. Mr. Smith previously occupied a Community Corrections Department position titled Prison & Jail Diversion Program Case Manager (0355). The Montgomery County Commission, at its meeting on September 14, 2009, approved the abolishment of the position classification and incorporated that position into a newly created position titled Community Corrections Officer (0359). The City/County Personnel Board Board met on October 14th and also approved the new position titled Community Corrections Officer. The attached Position Fill Request reflects a request to fill a Community Corrections Officer position, pay grade A06.

This position is critical to maintain operational efficiency in the Jail and Prison Diversion Caseloads and to maintain a level of caseload Officer to offender ratio that meets proposed ADOC minimum standards and standards recommended by the American Probation and Parole Association and to safeguard public safety. This position is also critical to maintaining our ability to meet the requisite objectives in the FY09-10, contract for services between the Commission and the Alabama Department of Corrections – Division of Community Corrections.

I therefore respectfully request that the Position Fill Request be placed on the Commission's Agenda for consideration at its next meeting, Monday, October 26, 2009

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections

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

JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • E.V.E.N. DOMESTIC VIOLENCE PROGRAM
GPS ELECTRONIC OFFENDER MONITORING • COMMUNITY SERVICE RESTITUTION • PRE-TRIAL RELEASE

11-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **ReBecca Johnson**

COMPLETED ACTION DATES

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

1. POSITION TITLE: **Community Corrections Officer (0359)**

POSITION NUMBER: **005**

PROPOSED EFFECTIVE DATE: **December 21, 2009**

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

RECRUITING

() PROMOTIONAL REGISTER **() TRANSFER**

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

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

Department Head

10/20/2009

Date

2. ADMINISTRATIVE REVIEW

- () APPROVED**
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

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

Date _____

() Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

**MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT**
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

MEMORANDUM

Agenda

OCT 26 2009

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
10/21/09

DATE: October 21, 2009

RE: POSITION FILL FOR COUNTY ROAD EQUIPMENT OPERATOR I

Please place this request on the agenda for the October 26, 2009, Montgomery County Commission meeting along with the attached Position Fill Request. It is requested that we be permitted to fill our currently vacant County Road Equipment Operator I position at the District II Maintenance Facility. It is anticipated that we would promote an existing Service Maintenance Worker III to this vacancy, and the resulting vacant Service Maintenance Worker III position would not be filled until after the present hiring freeze is lifted.

This proposal would allow us to continue and save money from the vacant Service Maintenance Worker III position. Thank you for your assistance with this matter.

GCS/gcs

Attachment

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering
DEPARTMENT HEAD: George C. Speake, County Engineer
SUPERVISOR: Nolan L. Dicks, Dist. II Maint. Supt.

- 1. 9/21/09 dept request
- 2. admin review
- 3. personnel dept
- 4. cert to admin
- 5. dept selection
- 6. final review

1. POSITION TITLE County Road Equipment Operator I
POSITION NUMBER 111-53300-018, Replacing Mickey M. Mock
PROPOSED EFFECTIVE DATE October 5, 2009
TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY
RECRUITING
(X) PROMOTION REGISTER () TRANSFER
() OPEN COMPETITIVE REGISSTER () REEMPLOYMENT
PAY GRADE (S04) (\$21,958 - \$31,259) Pay step to be based upon City & County of
Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

George C. Speake DATE September 21, 2009
Department Head

2. ADMINISTRATIVE REVIEW
() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION
Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director DATE _____

4. SELECTEE: _____

Appointing Authority Date _____

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

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

OCT 26 2009

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

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: November 16, 2009 Return Date: November 17, 2009
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend 2009 Auburn University Tax Seminar
Qualifies toward 40 hours of CPE required annually for CPA license.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Finance Fund Name: General

Additional Comments: _____

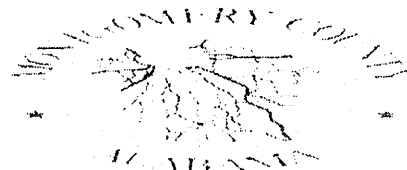
To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$133.00 and advance registration of \$133.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51110-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$2,800.00</u>
Approved Requests:	<u>\$133.00</u>
Budget Available:	<u>\$2,667.00</u>
Current Requests:	<u>\$133.00</u>
Budget Balance:	<u>\$2,534.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/19/2009

cc: Finance Director / Buyer

13-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

OCT 26 2009

Date: October 19, 2009
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: December 10, 2009 Return Date: December 10, 2009
Conference Leave (Days / Hours): 2 hours
Purpose of Travel: Attend ACCA Annual Legislative Conference breakout session.

Traveler (s) Name: 1. Mike Knighten 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Finance Fund Name: General

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,800.00</u>	
Approved Requests:	<u>\$133.00</u>	
Budget Available:	<u>\$2,667.00</u>	
Current Requests:	<u>\$133.00</u>	
Budget Balance:	<u>\$2,534.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/19/2009

cc: Finance Director / Buyer

13-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Agenda

OCT 26 2009

Date: October 19, 2009
To: Donald L. Mims, Administrator
From: Larry R. Curvin
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama
Departure Date: November 13, 2009 Return Date: November 13, 2009

Conference Leave (Days / Hours): 1 day

Purpose of Travel: To attend the AGA Fall Education Seminar. This seminar agenda has several
timely accounting and management topics that will help to maintain
the required level of continuing professional education needed.

Traveler (s) Name: 1. Larry Curvin 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: Registration is \$150/attendee. This conference in won't require hotel costs and
8 hours continuing professional education will be earned. There are no other costs.
AGA = Association of Government Accounts.

To: Larry R. Curvin

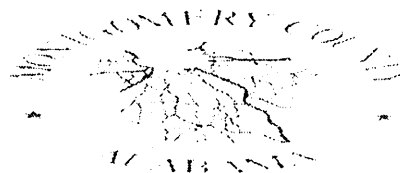
From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$1,222.00</u>	
Budget Available:	<u>\$5,778.00</u>	
Current Requests:	<u>\$150.00</u>	
Budget Balance:	<u>\$5,628.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/19/2009

cc: Finance Director / Buyer

13-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

OCT 26 2009

Date: October 19, 2009
To: Donald L. Mims, Administrator
From: Larry R. Curvin
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama

Departure Date: December 10, 2009 Return Date: December 11, 2009

Conference Leave (Days / Hours): 2 days

Purpose of Travel: To attend the AMROA Winter Conference. This conference agenda has several
timely tax/revenue workshops and attendance will help to maintain the required
level of continuing professional education for each attendee.

Traveler (s) Name: 1. Larry Curvin 4. TeRea Thomason
2. RoShonda Moultrie 5.
3. Courtney Oates 6.

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

Total (est.) Cost: \$950.00 Advance Registration Required: \$640.00

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

Additional Comments: Registration is \$160/attendee. This conference in won't require hotel costs and the
attendees will receive 12 hours continuing professional education.

AMROA = Alabama Municipal Revenue Officers Association.

To: Larry R. Curvin

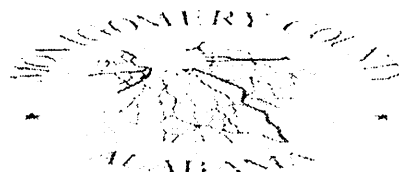
From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$950.00 and advance registration of \$640.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,000.00</u>	
Approved Requests:	<u>\$1,222.00</u>	
Budget Available:	<u>\$5,778.00</u>	
Current Requests:	<u>\$1,100.00</u>	
Budget Balance:	<u>\$4,678.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/19/2009

cc: Finance Director / Buyer

13-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda
OCT 26 2009

Date: October 21, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Anniston, AL
Departure Date: November 8, 2009 Return Date: November 13, 2009
Conference Leave (Days / Hours): 6 days
Purpose of Travel: attend training on Weapons of Mass Destruction Crime Scene
Management for Emergency Responders

Traveler (s) Name: 1. Deputy David Talley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$0.00 Advance Registration Required: None

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: All expenses paid by Homeland Security grant.

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$3,495.00</u>	
Budget Available:	<u>\$16,505.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$16,505.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/21/2009

cc: Finance Director / Buyer

13-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

OCT 26 2009

Date: October 21, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Anniston, AL
Departure Date: November 15, 2009 Return Date: November 20, 2009

Conference Leave (Days / Hours): 6 days

Purpose of Travel: attend training on Managing Civil Actions in Threat Incidents (MCATI)
Command Level

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

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

Total (est.) Cost: \$0.00 Advance Registration Required: None

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: All expenses paid by Homeland Security grant.

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$3,495.00</u>	
Budget Available:	<u>\$16,505.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$16,505.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/21/2009

cc: Finance Director / Buyer

13-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: October 21, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Agenda
OCT 26 2009

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: November 4, 2009 Return Date: November 6, 2009
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Elections Conference

Traveler (s) Name: 1. Chief Deputy D. Cunningham 4. Asst. Chief R. D. Bryan
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,090.00 Advance Registration Required: None

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,090.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$3,495.00</u>	
Budget Available:	<u>\$16,505.00</u>	
Current Requests:	<u>\$1,090.00</u>	
Budget Balance:	<u>\$15,415.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/21/2009

cc: Finance Director / Buyer

13-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Date: October 22, 2009
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Agenda
OCT 26 2009

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: November 4, 2009 Return Date: November 4, 2009
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Police Misconduct training

Traveler (s) Name: 1. Lieutenant L. Persky 4. Sergeant J. Oliver
2. 5.
3. 6.

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

Total (est.) Cost: \$0.00 Advance Registration Required: None

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments:

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$4,585.00</u>	
Budget Available:	<u>\$15,415.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$15,415.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/22/2009

cc: Finance Director / Buyer

13-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Date: October 19, 2009
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Agenda

OCT 26 2009

Request approval to be granted for the following:

Destination: Orange Beach, Al.
Departure Date: November 3, 2009 Return Date: November 6, 2009
Conference Leave (Days / Hours): 4 days
Purpose of Travel: Attend the Annual Court Referral and Community Corrections Joint Conference

Traveler (s) Name: 1. Melinda McGarry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: Administrative leave only

To: Bruce R. Howell

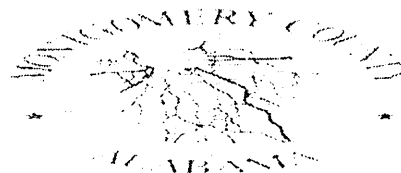
From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$190.00</u>	
Budget Available:	<u>\$9,810.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$9,810.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2009

cc: Finance Director / Buyer

13-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

Date: October 15, 2009
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Agenda

OCT 26 2009

Request approval to be granted for the following:

Destination: Clanton, AL
Departure Date: November 5, 2009 Return Date: November 5, 2009
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: PESCA 2009 Seminar

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

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

Total (est.) Cost: \$193.01 Advance Registration Required: \$150.00

Department Name: County Commission Fund Name: General Liability

Additional Comments: Mileage - 43.01; Registration -75.00/each

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$193.01 and advance registration of \$150.00 is authorized.

To be completed by the Finance Department

Fund Code: 007-51120-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$16,000.00

Approved Requests: \$176.20

Budget Available: \$15,823.80

Current Requests: \$193.01

Budget Balance: \$15,630.79

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/16/2009

cc: Finance Director / Buyer

13-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Date: October 15, 2009
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Agenda

OCT 26 2009

Request approval to be granted for the following:

Destination: Oklahoma City, Oklahoma
Departure Date: April 23, 2010 Return Date: April 29, 2010
Conference Leave (Days / Hours): 5 days
Purpose of Travel: IPMA-HR Southern Region Conference

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

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

Total (est.) Cost: \$1,385.00 Advance Registration Required: \$250.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$1,385.00 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$597.00</u>	
Budget Available:	<u>\$14,403.00</u>	
Current Requests:	<u>\$1,385.00</u>	
Budget Balance:	<u>\$13,018.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/16/2009

cc: Finance Director / Buyer

13-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Date: October 20, 2009
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Agenda

OCT 26 2009

Request approval to be granted for the following:

Destination: 401 Bacon Parkway West, Birmingham, AL
Departure Date: October 27, 2009 Return Date: October 30, 2009
Conference Leave (Days / Hours): four days
Purpose of Travel: To attend the Risk Assessment Training (TASK)

Traveler (s) Name: 1. Paul Brown 4. Eric Williams
2. Charlie Martin 5. Shonda Grissett
3. Steve Tate 6. _____

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

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

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 10/26/09 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 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>\$15,500.00</u>	
Approved Requests:	<u>\$1,910.00</u>	
Budget Available:	<u>\$13,590.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$13,590.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/20/2009

cc: Finance Director / Buyer

13-12

OCT 26 2009

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 2

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	10/16/09
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date
		10/14/2009		

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Road Building Materials	111-53199-213	175,000	(600)	174,400
Contract Services	111-53199-304	0	600	600
				0
				0
				0
				0
				0
TOTAL		175,000	0	175,000

JUSTIFICATION:

Transfer to cover cost of monthly pest control services for the Sign Shop building

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

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

OCT 26 2009

October 22, 2009

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Use of Proceeds from 2002 General Obligation Warrants

Currently, we have approximately \$647,000 remaining from a 2002 bond issue which has been held for the purchase of computer equipment and software for the Sheriff's Office, but has not been expended due to the computer vendor not performing services required in the bid. Because so much time has elapsed since the bond issue, I believe it is best that we expend these bond proceeds during the current year.

I requested guidance from County Bond Counsel Wyatt R. Haskell for the Series 2002 bond issue. He advised that the County may apply the remaining bond proceeds either (1) to payment of the principal of the Series 2002 Warrants that is due on November 1, 2009, or (2) to pay the costs of other capital improvements to be constructed by the County for public purposes.

I recommend and request approval for the remaining bond proceeds and interest earned be applied to payment of the principal of the Series 2002 Warrants that is due on November 1, 2009. The result of this is that the \$647,000 would be available in the 2009-2010 Budget for completion of the computer software/system for the Sheriff or for other appropriations deemed necessary by the County Commission or retained to help reduce our reliance on fund balance to balance our budget.

DLM/tn

Agenda

OCT 26 2009

THOMAS, MEANS, GILLIS & SEAY, P.C.

ATTORNEYS AND COUNSELLORS AT LAW
ESTABLISHED IN 1981

WEBSITE: www.tmgslaw.com

Montgomery Office

Sender's Direct Dial: (334) 213-4446

Sender's E-mail Address:

tcmeuns@tmgslaw.com

September 17, 2009

Via E-Mail & Regular Mail Delivery

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

Re: MCC: The Montgomery City-County Public Library (Memorandum of Understanding)
Our File Number: 2100-365.01

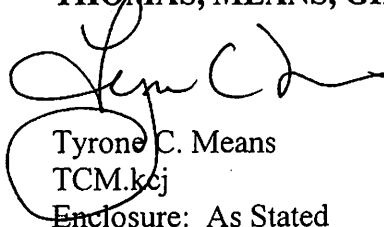
Dear Donnie:

Enclosed herewith, please find a Memorandum of Understanding that the Library Board has requested us to sign. While I have indicated I have some concerns about the legislation and whether or not the Board is in compliance with same, I see no reason for the County not to execute the Memorandum of Understanding. As I understand, all the employees are City of Montgomery employees and the Mayor is the appointing authority. That being the case, it is perfectly fine for us to sign their Agreement as it is.

Thank you.

Sincerely,

THOMAS, MEANS, GILLIS & SEAY, P.C.


Tyrone C. Means
TCM.kcj
Enclosure: As Stated

cc: Kimberly O. Fehl, Esq., City Attorney
Mr. Thomas McPherson

KENNETH L. THOMAS^{1,3}
TYRONE C. MEANS^{1,2,4}
H. LEWIS GILLIS¹
QUINTON S. SEAY²
EUGENE FELTON, JR.²
JACQUELINE C. SMOKE¹
LATASHA A. MEADOWS¹
FREDERIC A. BOLLING¹
ROSLYN CREWS¹
AFRIKA C. PARCHMAN¹
CHRISTOPHER S. GENEREUX¹
GERALD C. BROOKS^{1,5}
KELVIN W. HOWARD¹

ADMITTED:
¹ ALABAMA
² GEORGIA
³ DISTRICT OF COLUMBIA
⁴ KANSAS
⁵ MISSISSIPPI

MONTGOMERY OFFICE:
3121 ZELDA COURT
P.O. DRAWER 5058
MONTGOMERY, AL 36103-5058
TELEPHONE: (334) 270-1033
FACSIMILE: (334) 260-9396

BIRMINGHAM OFFICE:
505 - 20TH STREET NORTH
SUITE #400 - FINANCIAL CENTER
P.O. DRAWER 11365
BIRMINGHAM, AL 35202-1365
TELEPHONE: (205) 328-7915
FACSIMILE: (205) 214-6160

ATLANTA OFFICE:
191 PEACHTREE STREET, N.E.
SUITE #3550
ATLANTA, GA 30303
TELEPHONE: (404) 222-8400
FACSIMILE: (404) 222-0080

LIVINGSTON OFFICE:
112 MARSHALL STREET
P.O. BOX 907
LIVINGSTON, AL 35470-0907
TELEPHONE: (205) 652-6106
FACSIMILE: (205) 652-2177

HAYNEVILLE OFFICE:
307 HAYNEVILLE PLAZA
HAYNEVILLE, AL 36040
TELEPHONE: (334) 548-5008
FACSIMILE: (334) 548-5010

MEMORANDUM OF UNDERSTANDING
between the
MONTGOMERY CITY-COUNTY PUBLIC LIBRARY
and the
MONTGOMERY CITY COUNCIL / MONTGOMERY COUNTY COMMISSION

The purpose of this Memorandum of Understanding is to establish an agreement between the Board of Trustees [Board] of the Montgomery City-County Public Library [MCCPL] and the city and county governments on an administrative structure that confirms the Board as a governing board, rather than an advisory board. The Board has previously functioned in an advisory role only, limiting its actions to recommendations subject to approval by the governing agencies. The director has not reported to the Board, nor has he or she been supervised or evaluated by the Board.

This Memorandum of Understanding is consistent with the § 11-90-1 et seq., *Code of Alabama*, 1975 and the Board's bylaws, adopted on November 4, 2004.

Section 1 of the Board's bylaws state:

The Board of Trustees shall have those duties and responsibilities authorized by the Code of Alabama, 1975, § 11-90-1, et seq.

Section 11-90-3 specifically sets forth the powers and duties of the Board as follows:

- (a) The library board shall have full power and authority to:
 - (1) Control the expenditure of all funds received or appropriated for such libraries;
 - (2) Erect or rent buildings to cost not in excess of the funds available to it;
 - (3) Purchase books and equipment;
 - (4) Provide a system of library service to be made easily available to all citizens of the county or municipality through central library, branches, stations, book truck service or other appropriate means;
 - (5) Elect a librarian and other employees, and
 - (6) Manage and control the said library in order to carry out the full intent and purpose of this chapter

These powers and duties are confirmed by the three opinions of the Attorney General which include libraries whose personnel, like the MCPPL's, are merit employees.¹ Quoting a 1986 opinion to the City of Talladega, the 1993 opinion addressed the legislative intent underlying the statute and provides a strong basis for Board responsibility consistent with the statute.

While the Code assigns to the Board the responsibility for overall supervision of the library, the library is ultimately answerable to the city and county governing bodies. Therefore, the Board's assumption of the powers and authority granted by the statute will not divest Montgomery County or the City of Montgomery of their ultimate governance of the library.

The Role of the City and County

Pursuant to the Library Merger Agreement between the city and county, dated May 22, 1974 and amendments thereto, the MCCPL will be administered by the Board of Trustees as one library for citizens of the city and the county.

Administratively, however, the library is a department within city government, and its employees are merit employees of the city. The city and county allocate the library's annual budget. The city and/or the county are the owners of the real property occupied and managed by the library.

The Board is composed of fifteen trustees appointed by the Montgomery County Commission and the Montgomery City Council. The trustees, however, internally elect board officers and appoint board committees.

Working Agreement

The Director of the MCCPL, through the Board and subject to its approval, will submit

¹ The opinions were issued in 1984 (84-00165), 1991 (91-00397) and 1993 (93-00191).

timely and justified budgets to the city and county. The city and county will appropriate an annual budget based on the library's budget request and the overall budget and priorities of those governing bodies. The Board will work within the restraints set by the governing bodies.

The Board will also ensure that all expenditures are accounted for and made consistent with applicable laws, regulations and spending guidelines.

The Board, through and in collaboration with its director, will be responsible for special fund raising initiatives aimed at state and federal agencies, foundations and other fund granting entities. All such efforts will be done in furtherance of effective and efficient library services. Accurate accounting procedures will be maintained, and all records will be open to the city and county governing bodies.

Hiring and Evaluation of Personnel

The Board will have the authority to hire, evaluate, discipline and terminate the director, subject to the Mayor's (or his designee's) approval, in accordance with city-county personnel rules and regulations. The director will report directly, through the Board, to the Mayor and to the Chairman of the County Commission.

The director is responsible for the hiring, evaluation and termination of staff, in accordance with city-county personnel rules and regulations. All library employees, including the director, will be afforded the same employment benefits available to city employees and will be subject in every respect to the City-County Personnel Rules and/or the policies and procedures established by the City-County Personnel Board.

Operations / Services

It is the responsibility of the Board, through the director and staff, to ensure that the library

facilities, services and technology are relevant (current), of the highest standard, properly maintained and accessible to the total community.

The Board will establish policies and procedures related to the library's internal operation as well as the library's relationship with its patrons and the larger community.

Montgomery County

By _____

Name _____

Title _____

Date _____

City of Montgomery

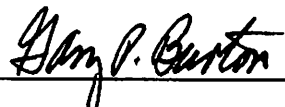
By  _____

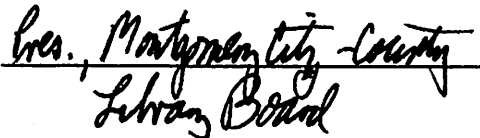
Name _____

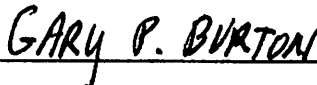
Title _____

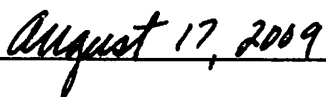
Date _____

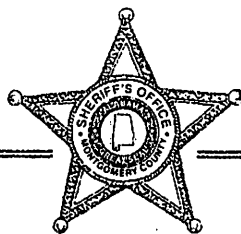
Montgomery City-County Public Library

By  _____

Title  _____

Name  _____

Date  _____



D.T. MARSHALL, SHERIFF

OFFICE: (334) 832-4980
FAX: (334) 832-2500

Agenda

OCT 26 2009

October 15, 2009

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Fill Request for Montgomery County Detention Facility
Detention Facility Administrator

I am requesting that the Montgomery County Commission authorize the fill request for the Detention Facility Administrator currently held by Gina Savage. Director Savage has indicated her intention to retire effective December 1, 2009.

I am requesting the Board authorize this position fill request immediately as it takes the Personnel Board a significant amount of time to complete the process.

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

DTM/tb

17-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: G. Savage, Colonel

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

1. Position Title Detention Facility Director

Position Number 069

Proposed Effective Date November 2, 2009

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$61,180 - \$87,091 Grade PC7

Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotions)

D T Marshall
Department Head

Date October 15, 2009

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

5. () Manpower data entered by _____

Date _____

() Payroll entered by _____

Date _____

ELTON N. DEAN, SR.
CHAIRMAN

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

OCT 26 2009

October 21, 2009

MEMORANDUM

TO: Montgomery County Commission

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

RE: The Pintlala Library

The City of Montgomery secured bids for the repair of the Pintlala Library. The base bid with alternates 1 and 2 was \$73,087.00. If the unit pricing is accepted, the price will be \$93,667.00.

T.C.U. Consulting was asked to review the proposal as well as do a site review of the Pintala Library. It is their recommendation the Montgomery County Commission proceed with the project.

Based on the above facts, I recommend the Commission waive rules and approve reimbursement to the City of Montgomery for contract work performed by Summit Waterproofing, Inc. I ask the Commission to approve this request at the next Commission meeting on October 26, 2009.

JAM/rw

Attachments

TCU CONSULTING SERVICES, LLC
CONSTRUCTION CONSULTANTS

Owner Representation
Program Management
Facilities Planning
Strategic Planning
Construction Claims Consulting
Development Consulting

October 12, 2009

Mr. Donald L. Mims
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102-1667

Re: Pintlala Library Waterproofing Project

Dear Donnie:

As requested, I have reviewed the Pintlala Public Library Improvements relative to the water infiltration at the building.

My review included a site visit, a meeting with Frank Litchfield, a review of the project documents and a review of the project bid tabulation.

It is my observation that the building does have water infiltration issues that should be corrected. The proposed corrections outlined in the project documents are reasonable and well detailed. The low bid is significantly lower than the balance of the bids and if the bidder is a responsible bidder and performs the work in accordance with the project documents, the County will realize a significant savings on the project.

There are several alternative prices that could affect the project scope and cost that should be discussed thoroughly with the Architect prior to the formation of the construction contract. We will be happy to assist you with this effort.

It would be my recommendation that the County proceed with the project if the funds are available.

If you have any questions, let me know.

Sincerely,



W. Ken Upchurch, III
TCU Consulting Services, LLC

18-2



1945 McCain Parkway • Pelham, AL 35124 • Phone (205) 664-3106
Fax (205) 664-3141 • Email: summitwaterproofing@charter.net
www.summit-waterproofing.com



October 15, 2009
Seay Seay & Litchfield
Casey Ivy
Ph. 334-263-5162
Fx. 334-263-5170

Dear Casey,

Our price on the Pintlala library is good for another 30 days from today's date.

Thank you for the opportunity to bid this to you, if you have any questions please call me.

Sincerely,

A handwritten signature in cursive script that reads "Dan Stegall".

Dan Stegall
Project Manager / Estimating

Caulking & Sealants • Pedestrian, Parking Decks & Wall Coatings • Epoxy & Chemical GROUT Injection
Expansion Joints • Speciality Roofing • Concrete & Masonary Restoration • Water Repellents • Firestopping



2009 SEP 23 11:30 AM

September 23, 2009

Mr. Elton N. Dean, Sr.
Montgomery County Commission
Administration Building (Annex III)
101 S. Lawrence St.
Montgomery, Alabama 36104

RE: Pintlala Library Branch

Dear Mr. Dean,

Seay, Seay, and Litchfield, P.C. held the bid opening for the Pintlala Branch Library Improvements on August 13, 2009. Summit Waterproofing has been approved as lowest bonafide bidder. Below you will find a break down of their bid including all alternates and unit prices:

Base Bid:	\$58,987.00
Alternate No. 1 – Interior Painting:	\$ 2,997.00
Alternate No. 2 – Interior Carpeting and Rubber Base:	\$11,103.00
Unit Price No. 1 – Removal and Relaying of Brick Head: (to install new flexible flashing)	\$ 95.00 / linear ft.
Unit Price No. 2 – Removal and Relaying of Brick Sill: (to install new flexible flashing)	\$ 95.00 / linear ft.
Unit Price No. 3 – Removal and Repointing of Brick Mortar:	\$ 10.00 / linear ft.

18-4

Please note that if the Brick Window Heads and Sills are found to be unsatisfactory and not flashed properly, then the total price for reworking the Bricks will be:

Unit Price No. 1 – Brick Window Heads – 107’- 0” linear ft.:	\$10,165.00
--	-------------

Unit Price No. 2 – Brick Window Sills – 107’- 0” linear ft.:	\$10,165.00
--	-------------

Unit Price No. 3 – Removal and Repointing of Brick Mortar, will be decided upon prior to construction, and it is recommended that at least \$250.00 be set aside in the event that over one hundred linear feet of Brick Mortar is found necessary for removal and repointing to ensure proper waterproofing of library structure:	\$ 250.00
--	-----------

If the Base Bid and Alternates No. 1 and 2 are accepted the total construction price would be:	\$73,087.00
--	-------------

In the event the Unit Prices are necessary along with the acceptance of Alternates No. 1 and 2, the Unit Prices would be added by Change Order bringing the total construction price to: \$93,667.00

Architectural and Engineering Fees:

Seay, Seay, and Litchfield, P.C.:	\$15,000.00
Grant Engineering:	\$ 600.00
Williams & Associates:	\$ 2,500.00

Reimbursable Items:

Printing of Plans and Specs, Quality BluePrint:	\$ 436.70
(SS&L Credit for Plans and Specs) deduct:	\$ 360.00
Advertisement for Bids, Montgomery Advertiser:	\$ 757.95
Travel to Date:	\$ 56.10
Estimated Travel Remaining:	\$ 187.00
Total Reimbursables:	\$ 1,077.75
Mark-up 1.15 times:	\$ 161.66
Total Amount:	\$ 1,239.41

Total Fees Amount:	\$19,339.41
--------------------	-------------

By adding the total construction price of:	\$93,667.00
to the total Fees amount of:	<u>\$19,339.41</u>

Total Construction + Fees Amount:	\$113,006.41
-----------------------------------	--------------

While deciding upon the amount of money to secure for this project, the Commission should also consider the possibility of additional Change Orders which could arise due to unforeseen conditions during the course of the construction process.

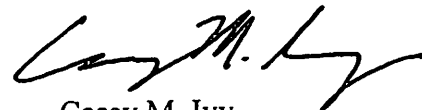
18-5

If you have any other questions concerning these prices or the project in general please feel free to give us a call.

All of us at Seay, Seay, and Litchfield appreciate the opportunity to serve both the City and County of Montgomery, and look forward to serving you again in the future.

Sincerely,


Frank E. Litchfield, III


Casey M. Ivy

Cc: Juanita Owes – Director County-City Library
Kelli Gates – City of Montgomery Engineering Dept.
Donnie Mims – Montgomery County Administrator
John A. Mitchell – Montgomery County Deputy Administrator

18-6

Agenda

OCT 26 2009

Permission for Land Use Agreement

I, _____ give permission to
(property owner's name)

Montgomery County Commission to use the property located on the northeastern corner of the intersection of Vaughn Road and Belser Boulevard in Bridal Brook Subdivision, Pike Road, Alabama, as a Montgomery County Clean-Up Days Trash Collection Site, for the term of two years, beginning November 1, 2009 and ending October 31, 2011. Extension of the agreement for an additional two years shall be automatic unless the property owner provides the Montgomery County Commission with written notice of intent not to extend the automatic extension before the automatic extension period commences.

This agreement may be renewed with the approval of the property owner and Montgomery County Commission at the end of the agreement period. All questions about the Montgomery County Clean-Up Days Trash Collection have been discussed and answered to the satisfaction of both parties.

Montgomery County Commission agrees to indemnify and hold harmless the property owner from all damages and claims arising out of any act, omission or neglect by the Montgomery County Clean-Up Days Trash Collection Service, and from any and all actions or causes of action arising from the Montgomery County Clean-Up Days Trash Collection Service occupation or use of the property.

The property owner will notify Montgomery County Commission of any change in land ownership, development, or use, no less than 60 days prior to the change in status.

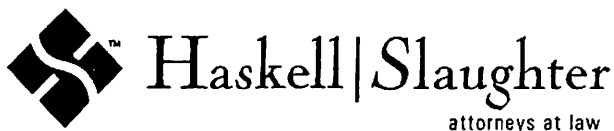
Property owner's signature

Date

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

Date

File
plan



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

TTC

MEMORANDUM

October 20, 2009

TO: Donnie Mims
FROM: Tommy Gallion
RE: Permission for Land Use Agreement
Montgomery County Clean-Up Trash Collection sites

I have reviewed your October 20, 2009 e-mail requesting that I review the land use agreement that you included in your e-mail and I have reviewed same. It is my understanding that during Montgomery County Clean-Up Days that the County will set up trash collection sites at various locations across the county on land owned by Montgomery County taxpayers. This two year agreement will be used for not only to grant permission to Montgomery County to use the land but also it contains a hold harmless agreement for the property owners.

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.

50051-317
3333779_1