

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

DECEMBER 20, 2010

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:

Juvenile Court Administrator Bruce Howell
Jennifer Anderson with Central Alabama Regional Planning and Development
Commission
Community Corrections Executive Director Paul Brown
Risk Manager Scott Kramer

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Chairman Dean

Pledge of Allegiance Led By Vice Chairman Ingram

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of December 6, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Grant Agreement with State of Alabama Department of Transportation for Transportation Services for Elderly and Persons with Disabilities and Adoption of Related Resolutions, County Commission
2. Consider Contract Agreement with the Crosby Drinkard Group, LLC, regarding Government Affairs Consulting Services, County Commission
3. Consider Payment of 2010-2011 Membership Dues to Leadership Alabama for Chairman Elton N. Dean, Sr., County Commission
4. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
5. Consider Position Fill Request for Legal Support Assistant, District Attorney's Office
6. Consider Travel/Training Requests (11)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

DECEMBER 20, 2010

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 24, 2010

County Holiday (Christmas Eve)

DECEMBER 31, 2010

County Holiday (New Year's Eve)

JANUARY 10, 2011

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.

JANUARY 17, 2011

County Holiday (Robert E. Lee and Martin Luther King
Jr's Birthdays)

JANUARY 24, 2011

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

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Computer Operation Manager – Information Systems Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 6 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk's – 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 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility

December 20, 2010

12-20-10 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 12-10-10

Check Number	To	Check Number
213818		213932
Total Checks Paid		\$184,352.98

CHECK #	PAYEE	AMOUNT	DATE
213817	Chuck Steven's Automotive, Inc.	\$286,377.00	12/03/10

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

Agenda

DEC 20 2010

12-20-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 12-10-10

Check Number	To	Check Number
213933		214037
Total Checks Paid		\$426,415.54

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

MONTGOMERY COUNTY COMMISSION

12/20/10 Meeting

Agenda

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

DEC 20 2010

CHECKS ARE DATED
12/17/10

Payroll Check Number	106410	To	Payroll Check Number	106564	\$ 118,624.90
Direct Deposits					\$ 796,736.87
Payroll Check Number	106565	To	Payroll Check Number	106593	\$ 274,961.89
Direct Deposits					\$ 328,140.70
Federal Deposits					\$ 322,832.71
Total Payroll Paid					\$ 1,841,297.07

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

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Agenda

Jiles Williams, Jr.
Chairman

DEC 20 2010

Bill J. Tucker
Executive Director

MEMO TO: Mr. Donnie Mims, County Administrator

FROM: Jennifer Anderson
Urban Planner, CARPDC & Program Manager, RideLink

DATE: December 16, 2010

RE: ALDOT Grant Award & Required Documents

2010 DEC 16 PM 2:21
MONTGOMERY COUNTY
COMMISSION

Please place me on the County Commission agenda for Monday, December 20, 2010 to brief the Commission on the recent grant award made to Montgomery County through the Alabama Department of Transportation's Section 5310 program. Prior to the obligation of funds being made, Montgomery County and the Alabama Department of Transportation must execute a formal agreement and authorizing resolution between both parties. The agreement and authorizing resolution must be submitted to ALDOT by January 10, 2011.

I plan to present both the agreement and resolution to the Commission and recap all details pertaining to this grant award. For your reference, attached you will find a copy of the resolution and a copy of the fax previously received by Tammy Nix regarding the grant award.

Thank you for the opportunity to continue to work with the Commission.



ALABAMA DEPARTMENT OF TRANSPORTATION
1409 Coliseum Boulevard, Montgomery, Alabama 36130-3050



Bob Riley
Governor

Joe McInnes
Transportation Director

December 10, 2010

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
Montgomery, AL 36104

Subject: Montgomery County Commission, Section 5310 Award

Dear Mr. Mims:

The review and evaluation of the Section 5310 Applications for elderly and persons with disabilities for the Fiscal Year 2010 grant cycle have been completed by the Alabama Department of Transportation.

I am pleased to inform you that your agency has been selected to receive federal funds for purchased transportation services. Your organization will receive Section 5310 federal funding to help defray the expenses associated with purchasing transportation services for the elderly and persons with disabilities. You will be reimbursed 80 percent of the cost of the trip fare expenses up to thirty thousand dollars (\$30,000.00).

Enclosed is an agreement and sample authorizing resolution to be completed by your agency with the appropriate signatures. **A formal agreement and authorizing resolution between the Alabama Department of Transportation and your agency must be executed prior to the obligation of funds. The agreement and authorizing resolution is due in this office by January 10, 2011.**

Please mail all of the required information to Mr. Robert Jilla, Alabama Dept. of Transportation,
1100 John Overton Drive, Montgomery, AL 36110.

If you have questions, please contact Wiley Brooks at (334) 353-6417.

Sincerely,

Wiley E. Elrod for R.J.J.

Robert J. Jilla

Multimodal Transportation Engineer

RJJ: WB
Enclosure

AGREEMENT

BETWEEN

MONTGOMERY COUNTY COMMISSION

AND THE

STATE OF ALABAMA

RELATIVE TO

A

PASS THROUGH OF FEDERAL FUNDS

FOR

**PURCHASED TRANSPORTATION SERVICES FOR
ELDERLY AND PERSONS WITH DISABILITIES TRANSPORTATION**

State of Alabama Sub-recipient Agreement - Section 5310

AGREEMENT
BETWEEN
MONTGOMERY COUNTY COMMISSION
AND THE
STATE OF ALABAMA
RELATIVE TO A PASS THROUGH OF FEDERAL FUNDS FOR
PURCHASED TRANSPORTATION SERVICES FOR THE ELDERLY AND PERSONS
WITH DISABILITIES

PART ONE (1): INTRODUCTION

THIS AGREEMENT made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the **STATE**; and MONTGOMERY COUNTY COMMISSION, hereinafter referred to as the **AGENCY**; in cooperation with the USDOT, Federal Transit Administration, hereinafter referred to as USDOT; and

WHEREAS, the Application and Guidelines for Section 5310 funds relative to the service provided herein are made an express part of this agreement.

WHEREAS, it is in the public interest for the **STATE** and the **AGENCY** to cooperate in implementing public transportation projects; and

WHEREAS, the **STATE** is the designated recipient for certain USDOT capital, operating and administrative public transportation funds; and

WHEREAS, the **AGENCY** has been selected to be the local implementing **Agency** (operator) to provide the public transportation service and/or equipment and the management and operation thereof under the terms of this Agreement; and

WHEREAS, the **STATE** and the **AGENCY** develop capital grant applications, including the documents relating thereto, which were subsequently consolidated into a single program of projects and submitted to USDOT.

NOW, THEREFORE, the parties hereto, for, and in consideration of the premises stated herein do hereby mutually promise, stipulate, and agree as follows:

PART TWO (2): PROJECT PROVISIONS

- A. Project Description:** The **AGENCY** will undertake a purchased transportation project referred to as hereinafter the "project". The project will be accomplished or performed by the **AGENCY** in accordance with this Agreement and the requirements, provisions, terms, and conditions of the grant application, including the documents relating thereto, developed by the **STATE** and the **AGENCY**. The application, including the documents relating thereto, are of record in the Alabama Department of Transportation and are hereby incorporated in and made a part of this Agreement by reference. The agency shall use the project funding at all times exclusively in conformity with the project description for as long as the funding is needed for the project. The **AGENCY** shall notify the **STATE** in writing of changes

in the project prior to performing any changes and will not perform any changes to the project within written approval from the **STATE**. It is understood by the **AGENCY** that failure to carry out the project in accordance with this Agreement, including the grant applications and documents related thereto, may result in the loss of federal funding for the project. This project will commence upon execution of this Agreement and written authorization to proceed from the **STATE**. Eligible costs incurred by the **AGENCY** subsequent to USDOT grant approval and prior to written authorization to proceed by the **STATE** may, solely at the discretion of the **STATE** be reimbursed, if proper process and procedures have been followed by the **AGENCY** under this Agreement. The **AGENCY** shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with requirements of the State of Alabama and in conformance to FTA Circular 4220.1E or F, Third Party Contracting Requirements, ensuring that:

- All applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
- All procurement transactions are conducted in a manner providing full and open competition;
- Procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

The **AGENCY** is responsible for submission of any draft sub-agreements and contracts associated with this Agreement to the State for review and approval.

- B. Project Funding:** It is expressly understood that federal funds for this project are being provided through the grant approved by USDOT as authorized under Section 5310 of the Federal Transit Act Amendments of 1991, and the **STATE** will not be liable for any funding. However, under no circumstances will the **AGENCY** be reimbursed for expenditures over and beyond the **STATE** approved amount. It is expressly understood that any costs incurred by the **AGENCY** in administering this project which are determined to be ineligible for reimbursement by the USDOT will be borne by the **AGENCY** with no liability to the **STATE**.
- C. Regulations:** The **AGENCY** agrees and obligates the **AGENCY** to comply with all state and federal laws, rules, regulations and procedures applicable to this Agreement. The **STATE**, upon request, will furnish to the **AGENCY** a copy of any and all such applicable state and federal laws, rules, regulations and procedures.
- D. Purchased Transportation Services:** Federal funds for purchased transportation services financed in whole or in part pursuant to this Agreement will be in accordance with applicable state and federal laws, rules, regulations and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity. The **AGENCY** will solicit bids or proposals and make awards for all purchased transportation services that exceed \$7,500 in the aggregate. The federal share of the cost of the project will not exceed the amount indicated in the latest approved project budget. It is expressly understood that the entire cost of purchased transportation services in excess of the specified federal share will be borne by the **AGENCY** with no liability to the **STATE** or USDOT. The **AGENCY** recognizes and acknowledges that the **STATE** supplies federal funding and under proper legislation could provide state funding to be utilized in the purchase of

transportation services, in keeping with the provisions of this Agreement, and that the **STATE** is responsible for protection of such funds so paid or invested.

- E. Funding Reimbursement:** All federal funding will be at all times used for providing specialized transportation services for the elderly and persons with disabilities within the project area described in this Agreement, including the approved grant applications and related documents, for the duration of the project. In order to receive reimbursement as herein described, the **AGENCY** shall submit quarterly progress reports. Reports shall include a detailed statement of revenues and expenditures for each quarter, including documentation of local match contributions. The **STATE** reserve the right to request additional such information as may be necessary to comply with federal or state reporting requirements. The **AGENCY** will be reimbursed eighty percent of the total cost for purchased transportation by the **STATE**. The **STATE** reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning the **AGENCY'S** activities. The **STATE** reserves the right to reallocate any portion of the Agreement amount which the **STATE** reasonably believes will not be used by the **AGENCY** within the Terms of the Agreement.
- F. Expendable Purchases:** The purchase of all non-expendable items over twenty-five hundred dollars (\$2500.00) must be requested in advance by the **AGENCY**, and approved in writing by the **STATE** to be eligible for reimbursement.
- G. Contracts Under This Agreement:** It is mutually agreed and understood by the **STATE** and the **AGENCY** that the **AGENCY** may enter into an agreement with one or more entities to complete the project. The **AGENCY** will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written concurrence of the **STATE**. The **AGENCY** agrees to provide the **STATE** with a copy of any signed agreements within 30 days of execution.
- H. Audit and Inspection:** The **AGENCY** will permit the **STATE**, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, any and all vehicles, facilities and equipment utilized or used in performance of the project; records of all transportation services rendered by the **AGENCY** in the use of such vehicles, facilities and equipment; and any and all data and records which in any way relate to the project or to the accomplishment of the project. The **AGENCY** will also permit the above noted persons to audit the books, records and accounts of the **AGENCY** pertaining to the project at any and all times, and the **AGENCY** will give its full cooperation to the **STATE**. Furthermore, the responsibility for auditing certain public entities, agencies and organizations is vested in the Department of Examiners of Public Accounts under the Laws of the State of Alabama. If the **AGENCY** is not subject to audit by the Department of Examiners of Public Accounts, the **AGENCY** does hereby agree that the **STATE** may, solely at the discretion of the **STATE**, request an audit of the **AGENCY** by the Department of Examiners of Public Accounts or another auditor of the State's choice, and that the **AGENCY** will fully cooperate with said audit. The **AGENCY** will ensure that the Chief External Auditor of the ALDOT is forwarded a copy of the audit within nine (9) months of the end of the fiscal year. Failure to do so will result in the suspension payment to the agency.

- I. **Audit Requirements:** The **AGENCY** will comply with all audit requirements set forth in the Office of Management and Budget (OMB) Circular A-133. In addition, the **AGENCY** should submit to the Chief External Auditor of the ALDOT, along with its annual audit report, a letter from its CPA setting out audit findings (the management letter), whether material or immaterial, that were not noted in its report. If there were no instances of findings other than those noted in the audit report the CPA should issue a letter stating such. Furthermore, the **AGENCY** will maintain on file, within its office, a letter from its CPA stating the results of its peer review, whether favorable or unfavorable, as required by Government Auditing Standards (also known as the "Yellow Book"). As required by Legislative Act # 94-414, the Examiner's of Public Accounts shall be the repository of audit reports for entities receiving public funds. The **AGENCY** shall provide a copy of its audit to the Examiner's office when completed.
- J. **Records and Reports:**
1. **Establishment and Maintenance of Accounting Records.** The **AGENCY** will establish and maintain, in accordance with requirements established by the **STATE**, separate accounts for the project, either independently or separately within its existing system, to be known as the Project Account. The cost accounting system must be adequate and acceptable to the **STATE** as determined by the Alabama Department of Transportation's Chief External Auditor.
 2. **Documentation of Project Cost.** All charges to the Project Account will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the **STATE**.
 3. **Checks, Orders and Vouchers.** All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.
 4. **Reports.** The **AGENCY** will report to the **STATE** the progress of the project in such a manner as the **STATE** may require. The **AGENCY** will also submit to the **STATE**, on an annual basis, certification in form and detail acceptable to the **STATE**, that the project equipment is still being used in accordance with the terms of this Agreement. The **AGENCY** will also provide to the **STATE** any information requested by the **STATE** regarding the project.
 5. **Financial Statements.** The **AGENCY** will submit to the **STATE**, at such time as the **STATE** may require, such financial statements, data, records, contracts and other documents related to the project as may be requested by the **STATE**.
 6. **Retention of Records.** The **AGENCY** will retain all books, records, and other documents relative to this Agreement for three (3) years after project termination or close out, and the **STATE**, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right examine any of said materials at all reasonable times during said period.
 7. **Right of Access to Records.**
 - a. Where the Grantee is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(l), the **AGENCY** agrees to provide the Grantee, the FTA

Administrator, the Comptroller General of the States or any of the authorized representatives access to any books, documents, papers and records of the **AGENCY** which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. **AGENCY** also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO **AGENCY** access to **AGENCY's** records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309, or 5311.

- b. Where any Grantee which is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the **AGENCY** shall make available records related to the contract to the Grantee, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- c. The **AGENCY** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. The **AGENCY** agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case **AGENCY** agrees to maintain same until the Grantee, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- e. The **STATE** agrees to require its third party contractors and third party subcontractors, at as many tiers as required, to provide to the U.S. Secretary of Transportation and the Comptroller General of the United States or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g). The Recipient further agrees to require its third party contractors and third party subcontractors, to provide sufficient access to third party procurement records as needed for compliance with Federal regulations or to assure proper Project management as determined by FTA. Further, the **STATE** will have full access to and right to examine all project records at all times, and all records of any nature which in any nature which in any manner relate to the project or to this Agreement in any way.

K. Disputes: Any Dispute concerning a question of fact in connection with the work not disposed of by Agreement between the Agency and the State shall be referred to the Transportation Director or his duly authorized representative, whose decision shall be final. For any and all disputes arising under the terms of this agreement, the parties hereto agree, in compliance with the recommendations of the appropriate forms of non binding alternative dispute resolution including, but

not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

PART THREE (3): GENERAL PROVISIONS

- A. Agency to Indemnify:** The **AGENCY** will be solely responsible for, and will indemnify and hold harmless the **STATE**, its officers, employees, servants, and agents, from and against any and all claims, losses, suits, damages, judgments, expenses, costs and charges of every kind and nature, whether direct or indirect, on account of, or by reason of, bodily injuries (including death) to any person or persons and injury to or destruction of property (including the loss of use thereof) arising out of or occurring in connection with the performance of the work under the Agreement.
- B. Permission to Start Work:** The **AGENCY** will not proceed with the project work until the **STATE** gives written authorization for the **AGENCY** to proceed.
- C. Termination:** In the event the **AGENCY** fails at any time, in any manner, to comply with any provision, requirement, term or condition of this Agreement, such failure will constitute a default by the **AGENCY** under this Agreement. Any such default or defaults not corrected by the **AGENCY** within thirty (30) days following receipt of written notice from the **STATE** by certified or registered mail of such default or defaults, will be deemed a breach by the **AGENCY** of this Agreement, and the **STATE** may terminate this Agreement. A waiver by the **STATE** of a default or defaults by the **AGENCY** will not constitute a waiver of subsequent default or defaults by the **AGENCY**. In addition, if the grant from USDOT is terminated by USDOT the **STATE** will have the right to terminate this Agreement by giving ten (10) days written notice of termination. Said notice will be mailed by certified or registered mail. Unless otherwise terminated as herein provided, this Agreement will terminate upon expiration of the useful life of the project equipment.
- D. Performance:** The **AGENCY** will commence, carry on, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner.
- E. Participation by Disadvantaged Business Enterprises in Federal-aid Programs:**

Policy. It is the policy of the U. S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 applies to this agreement.

MBE obligation. The recipient of funds under the terms of this agreement agrees to ensures the Minority Business Enterprises as defined in 49 CFR PART 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard such recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts. Failure of the recipient of funds under the terms of this agreement, of failure of its Sub-recipients (if a Sub-recipients is authorized) to carry out the MBE requirements of this agreement shall constitute breach of contract, and may result

in the termination of the contract by the **STATE**, or such other remedy may be undertaken by the State as it deems appropriate.

F. Civil Rights Requirements: During the performance of this AGREEMENT, the **AGENCY** for itself, its assignees and successors in interest, agrees as follows:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended 42 U.S.C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the **AGENCY** agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the **AGENCY** agrees to comply with applicable Federal implementing regulations and other implementing requirement FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) Race, Color, Creed, National Origin Sex - In accordance with Title VII of the Civil Rights Act, as amended 42 U.S.C. 2000e, and Federal transit laws at 49 U.S.C. 5332, the **AGENCY** agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The **AGENCY** agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the **AGENCY** agrees to comply with any implementing requirements FTA may issue.
 - (b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. 623 and Federal transit law at 49 U.S.C. 5332, the **AGENCY** agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the **AGENCY** agrees to comply with any implementing requirements FTA may issue.
 - (c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. 12112, the **AGENCY** agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the **AGENCY** agrees to comply with any implementing requirements FTA may issue.
 - (d) The **AGENCY** also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided

by FTA, modified only if necessary to identify the affected parties. The **AGENCY** will comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statutes 252), the regulations of USDOT issued hereunder (Code of Federal Regulations, Title 49, Subtitle A, Part 21), and the assurance by the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any and all **AGENCY** materials which will permit them to monitor the **AGENCY** for compliance with the provisions of this section.

- G. **Americans with Disabilities Act:** The **AGENCY** will comply with all requirements of The Americans with Disabilities Act of 1990 (ADA) which mandates equal opportunity in employment, transportation, telecommunications, and places of public accommodation for individuals with disabilities.
- H. **Prohibited Interest:** No member, officer, or employee of the **AGENCY** during his tenure or for two (2) years thereafter will have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- I. **Project Administration:** The **AGENCY** will abide by, conform to, and comply with all provisions of Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments," in performance of this contract.
- J. **Disputes with Private Enterprise Providers of Transportation:** The **AGENCY** will establish a process by which private providers may have disputes or conflicts arising out of the performance of this project properly heard and settled. This process will be submitted to the **STATE** within thirty (30) days from the notice to proceed with the project.
- K. **Charter Provisions:** Charter services provided by the **AGENCY** will be in compliance with USDOT charter regulations and must have prior written approval of the **STATE**.
- L. **School Bus Provisions:** The **AGENCY** will not engage in exclusive school bus operations, nor will the **AGENCY** engage in the transportation of students and school personnel in competition with private school bus operators. All school bus service will be in compliance with Alabama Department of Transportation written school bus policy issued June 30, 1987, including amendments thereto, which written policy is of record in the Alabama Department of Transportation and is hereby made a part hereof by reference.
- M. **Arbitration:** Any dispute concerning a question of fact in connection with the work not disposed of or settled by agreement between the **AGENCY** and the **STATE** will be referred to the Director of the State of Alabama Department of Transportation, whose decision thereon will be final.
- N. **Buy America:** The **AGENCY** will comply with all applicable Buy America Requirements as referenced in Section 1048 of the Federal Transit Act Amendments of 1991.
- O. **Other Applicable Regulations:** The **AGENCY** will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 United States Code 1857(h)], Section 508 of the Clean Water Act (33 United State Code 1368), Executive Order 11738, Environmental Protection Agency regulations (40 Code of Federal Regulations 15).
- P. **Restrictions on Lobbying:** The prospective participant/recipient, by causing the execution of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title

31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions[as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to codified at 2 U.S.C. 1601, et seq.)]

(3) The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31 U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, and that all such sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Q. Out-of-State Travel:** All out-of-state travel (travel outside Alabama) costs under this project must be requested in advance by the **AGENCY** on the correct state travel request form, and approved in writing by the **STATE** to be eligible for reimbursement.
- R. In-State Travel:** All in-state travel costs incurred under this project will be subject to the per diem policies of the State of Alabama. These policies are revised periodically and thusly will reflect revised per diem rates periodically.
- S. Subcontractors:** The **AGENCY** will not enter into any subcontract which utilizes USDOT funded equipment without prior written consent of the **STATE** and will include in all subcontractors entered into pursuant to this Agreement all of the above clauses as required by the **STATE**.
- T. Agreement Change:** The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

- U. Drug-Free Workplace:** The **AGENCY** assures the **STATE** that it publishes a statement notifying employees of the policies in support of a drug-free workplace; and establishes an ongoing drug-free awareness program to inform employees about: shall comply with the following Federal substance abuse regulations:
1. The dangers of drugs abuse in the workplace;
 2. The Agency's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs, and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- V. Privacy Act:** The **AGENCY** shall comply with the Privacy Act of 1974 (5 U.S.C. Section 552a) and the rules and regulations issued pursuant to the Act when the performance of this Agreement involves activities associated with maintaining a system of records on individuals to be operated by the **AGENCY**, its contractors or employees to accomplish a Government function. The **AGENCY** shall include this Privacy Act notification in every approved subcontract for the same purpose.
- W. Program Fraud and False of Fraudulent Statements and Related Acts:** The **AGENCY** acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government in connection with the Project, the Federal Government reserves the right to impose on the **AGENCY** the penalties of 18 U.S.C. § 1001, 31 U.S.C. §§ 3801 et seq., and 49 U.S.C. § 5307 (n)(1), as the Federal Government may deem appropriate. The terms of U.S. D.O.T. regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to this project.
- X. Suspension And Debarment:** The terms of the U.S. DOT regulation, "Suspension and Debarment of Participants in DOT Financial Assistance Programs," set forth in Executive Order 12549 and implemented by 49 CFR Part 29, are applicable to this grant agreement. Furthermore, any contractor employed by the **AGENCY** is also bound by the terms of 49 CFR Part 29 and must complete a Lower Tier Participant Certification. The **AGENCY** warrants the debarment certification furnished as part of the application is current and valid.
- Y. Liquidated Damages Provision:** The **AGENCY** may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project involved) from late completion and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages shall be at a specific rate per day for each day or overrun in contract time; and the rate must be specific in the third party contract. Any liquidated damages recovered shall be credited to the project account involved unless the FTA permits otherwise.
- Z. Funds Shall Not Be Constituted As A Debt:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.
- AA. Termination Due To Insufficient Funds:**
1. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be

appropriated for the continued payment of the agreement in subsequent fiscal years.

2. In the event of proration of the fund from which payment under this agreement is to be made, agreement will be subject to termination.

BB. Energy Conservation: The **AGENCY** agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CC. Federal Changes: The **AGENCY** shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. The **AGENCY's** failure to so comply shall constitute a material breach of this contract.

DD. No Obligation by the Federal Government to Third-Parties By Use of a Disclaimer:

1. The **AGENCY** acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The **AGENCY** agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

EE. Clean Water: The **AGENCY** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The **AGENCY** agrees to report each violation to the **STATE** and understands and agrees that the **STATE** will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

FF. Clean Air: The **AGENCY** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The **AGENCY** agrees to report each violation to the **STATE** and understands and agrees that the **STATE** will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

GG. State and Local Law Disclaimer: Many of the suggested clauses are not governed by Federal law, but are significantly affected by State law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the **AGENCY'S** procurement documents, the **AGENCY** should consult with their local attorney.

HH. Right of Federal Government to Terminate – The **AGENCY** agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided if the **AGENCY** has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, or if the Federal Government determines that purposes of the laws authorizing the Project would not be adequately served by the continuation of

Federal assistance for the Project. Any failure to make reasonable progress on the Project or violation of the Grant Agreement or Cooperative Agreement for the Project, or the Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the **AGENCY** before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the **AGENCY** has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including the Master Agreement, the Federal Government reserves the right to require the **AGENCY** to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

- II. **Incorporation of Federal Transit Administration (FTA) Terms** – All contractual provisions required by the U.S. Department of Transportation, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The **AGENCY** shall not perform any act, fail to perform any act, or refuse to comply with any **STATE** requests which would cause the **STATE** to be in violation of the FTA terms and conditions.
- JJ. **Notification of Federal Participation** – To the extent required by law, in the announcement of any third party contract award for good or services (including construction services) having an aggregate value of \$500,000 or more, the **AGENCY** agrees to specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

Montgomery County Commission

By: _____

By: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

Jim R. Ippolito, Jr.
Chief Counsel
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Robert J. Jilla
Multimodal Transportation Engineer

D. W. Vaughn
Chief Engineer/Deputy Director

**STATE OF ALABAMA, ACTING BY
AND THROUGH THE ALABAMA
DEPARTMENT OF TRANSPORTATION**

The foregoing Agreement is hereby
executed
in the name of the State of Alabama and
signed by the Governor on the _day of ____
____, 20__.

D. J. McInnes
Transportation Director

Governor, State of Alabama

RESOLUTION NUMBER: _____

BE IT RESOLVED, by the Montgomery County Commission, Montgomery, Alabama, as follows:

1. That the Montgomery County Commission enter into agreement with the State of Alabama: acting by and through the Alabama Department of Transportation with partial funding by the Federal Transit Administration, which agreement is before this County Commission.
2. That the agreement to be executed in the name of the Montgomery County Commission, by the Chairman of the Montgomery County Commission for and on its behalf:
3. That such execution be attested by the County Administrator and the seal of the Montgomery County Commission affixed thereto:

BE IT FURTHER RESOLVED, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the County Administrator in the minute book of the Montgomery County Commission.

I, the undersigned County Administrator, of the Montgomery County Commission, Montgomery, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the Montgomery County Commission of Montgomery County, at a regular meeting of such Commission held on the _____ day of _____, 2010, and that such resolution is of record in the Minute Book of the Montgomery County Commission.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Montgomery County Commission on this _____ day of _____, 2010.

Donald L. Mims, County Administrator

Elton N. Dean, Sr., Chairman

RESOLUTION NUMBER _____

BE IT RESOLVED, by the (Governing Authority for the Subrecipient of FTA Funds), (City), (County), Alabama, as follows:

1. That the (Governing Authority) enter into an agreement with the State of Alabama: acting by and through the Alabama Department of Transportation relating to public transportation with partial funding by the Federal Transit Administration, which agreement is before this (Governing Authority);
2. That the agreement to be executed in the name of the (Governing Authority), by the (Title of Chief Executive Officer) of the (Governing Authority) for and on its behalf:
3. That such execution be attested by the (Certifying Official) and the seal of the (Governing Authority) affixed thereto:

BE IT FURTHER RESOLVED, that upon completion of the execution of the agreement by all parties, a copy of such agreement be kept by the (Custodian of Officials Records) in the minute book of the (Governing Authority).

I, the undersigned (title of certifying official), of the (Governing Authority), (City), (County), Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the (Governing Authority) of the (Applicant), at a regular meeting of such Commission held on the

_____ day of _____, 20__, and that such resolution is of record in the Minute Book of the (Governing Authority).

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the (Governing Authority) on this _____ day of _____, 20__ .

(Title of Certifying Official)

(Title of Chief Executive Officer)



Crosby Drinkard Group, LLC
Governmental Relations & Consulting

2010 NOV 23 AM 9:40
MONTGOMERY COUNTY
COMMISSIONERS

MEMORANDUM

TO: Montgomery County Commissioners

Attention: Donnie Mims

FROM: Crosby Drinkard Group, LLC

RE: 2011 Renewal Contract

Date: November 23, 2010

As the 2011 Regular Legislative Session approaches, the Crosby Drinkard Group would like to thank each of you personally for allowing us to continue the positive relationship we have formed with you and the Montgomery County Delegation.

Per your request, attached is the 2011 renewal governmental relations contract. As we continue working on the proposed pieces of legislation for 2011 session we are excited about the new legislative session and all the changes we will encounter. We look forward to yet another progressive and positive session. Thank you again for the opportunity to serve Montgomery County citizens.

If you have any questions, please feel free to call us.

Crosby Drinkard Group, LLC
P.O. Box 5167
Montgomery, AL 36103
P: 334.356.6467/ 334.954.3111
F: 334.356.4198/ 334.954.3112

CONTRACT AGREEMENT

STATE OF ALABAMA)
COUNTY OF MONTGOMERY)

This Agreement is made and entered into between the Montgomery County Commission (hereinafter referred to as "MCC") and Cassandra Crosby and Ron Drinkard, d/b/a the Crosby Drinkard Group, LLC (hereinafter referred to as CDG), whose offices are located in Montgomery, Alabama.

WITNESS:

For and in consideration of the Agreement set forth below, the parties hereto agree as follows:

1. Engagement as Governmental Affairs Representative/Consultant. MCC hereby retains and engages CDG to provide governmental affairs consulting services. CDG hereby accepts such engagement and agrees to render such services upon the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence January 1, 2011 and shall terminate December 31, 2011.
3. Compensation. As compensation for the performance of their obligations under this agreement, MCC agrees to pay a consulting fee through the term hereof in the amount of \$52,500.00 on an annual basis, un-diminished by withholding or other taxes. Payment shall be made in monthly installments with the payments becoming due and payable on the first day of each month.
4. Compliance with the Law. CDG will comply with the requirements of all applicable laws (including, without limitation, the Alabama Code of Ethics of 1973, as amended) and at all times pertinent to this agreement, will assure that all applicable laws and requirements governing the relationship between MCC and CDG are met.
5. Relationship. The relationship of the parties hereto is that of independent contractor and not that of employer and employee.
6. No Conflicts of Interest. CDG understands the unique representation required by the firm hereunder and accordingly will not undertake to consult with or otherwise represent any other entity, organization or company in a matter of the interest of such entity, organization or company with respect to such matter are adverse to the interests of MCC.
7. Confidentiality. CDG shall not, without the written consent of MCC, disclose to any person, confidential, proprietary or any information concerning MCC's business, financial or other affairs. MCC shall not, without written consent of CDG disclose to any person confidential proprietary or any other information concerning CDG's business, financial or other affairs except for the terms and conditions of this contract.

8. Modification. No modification amendment or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this agreement and signed by each of the parties hereto.
9. Entire Agreement. This instrument constitutes the entire agreement of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto cause this instrument to be duly executed on the _____ day of _____, 2010.

Crosby Drinkard Group, LLC

Montgomery County Commission

Cassandra Crosby

Elton N. Dean, Sr., Chairman

Ron Drinkard

Agenda

DEC 20 2010

LEADERSHIP ALABAMA



July 2010

Mr. Elton N. Dean, Sr.
County Commisioner
Montgomery County
3458 Lexington Road
Montgomery, AL 36111

2010-2011 Membership Dues \$ 150.00

2010- 2011 Contribution \$ _____

TOTAL \$ _____

Your dues and any contribution you make are tax deductible. You may mail your check payable to Leadership Alabama or you may pay online via www.leadershipal.org. Thank you for supporting Leadership Alabama.

Leadership Alabama frequently sends e-newsletters, notice of events, announcements and more via email. Along with your check, please fill in your preferred email address so we can be sure you are receiving emails. If you pay online, please use your preferred email address when submitting your payment.

E-mail _____

Leadership Alabama
P.O. Box 631
Montgomery, AL 36101

Phone: 334-265-2297
la@leadershipal.org

Fax: 334-265-2296
www.leadershipal.org

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

DEC 20 2010

December 20, 2010

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

- C-2011-30: Child Protect, Inc., for Support of their Mission of Service to Children of Abuse - \$1,000; (\$500-Ingram and \$500-Wilson)
- C-2011-31: Shepherd's Ministries, Inc., for Christmas Program for Underprivileged Children - \$500; (Wilson)
- C-2011-32: Central Alabama CrimeStoppers, Inc., for Preventing and Solving Crimes and Assist in Public Safety Awareness - \$1,000; (Polizos)
- C-2011-33: Montgomery Community Action Agency, for Mt. Zion AME Zion Church for Adult Activities Program - \$5,000; (Williams)
- C-2011-34: Alabama Dance Theatre, for Free Admission for Title One Economically Disadvantaged SchoolChildren and Twenty Montgomery Area Outreach Organizations to the Production of "Celebration of the Season", Also to Fund a Teacher Workbook Preparing Each Student for the Performances - \$2,000; (Wilson)
- NC-2011-9: BOE, Forest Avenue Academic Magnet Elementary School, for Technology Upgrades and Replacement of Computers - \$1,000; (Wilson)
- NC-2011-10: BOE, Morningview Elementary School, for Recreational Funding to Purchase Awning Outside (c/o Dana Reed) - \$4,000; (Polizos)

MEMORANDUM
Montgomery County Commission
December 20, 2010
Page 2

- NC-2011-11: BOE, Robert E. Lee High School, for Choral Program - \$500; (Dean)
- NC-2011-12: City of Montgomery, to be used by BONDS to Support Farmington Estates, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Ingram)
- NC-2011-13: Montgomery County Parks and Recreation Department, for the Environmental Park on U.S. Highway 231 - \$1220.40; (\$200.00-Ingram and \$1,020.40-Polizos)
- NC-2011-14: Senior Citizens Christmas Luncheon at King Hill Community Center - \$975.00; (Williams)
- NC-2011-15: Senior Citizens Christmas Luncheon for Richardson Terrace - \$975.00; (Williams)
- NC-2011-16: Senior Citizens Christmas Dinner at Gibbs Village Community Center - \$487.50; (Williams)
- NC-2011-17: Senior Citizens Christmas Luncheon at Flatwood Community Center, for Flatwood Seniors - \$975.00; (Williams)
- NC-2011-18: Senior Citizens Christmas Dinner at Flatwood Community Center, for Montgomery Community Action Agency - \$1,072.50; (Williams)

DLM/tll



DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

Offices of
Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

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

Agenda

DEC 20 2010



(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

September 20, 2010

Chairman Elton N. Dean, Sr.
Montgomery County Commission
Montgomery County Annex III
101 S. Lawrence St.
Montgomery, AL 36104

RE: Legal Support Assistant Position Fill Request

Dear Chairman Dean:

An opening has been created in my office because of the resignation of a Legal Support Assistant. Daryl Bailey and Rhonda Cape spoke to the Commission about this at the information session on September 13.

Last year, we experienced a 31% increase in cases. Coupled with the additional work required by specialty courts like the drug and mental health courts, my staff continues to do more without additional assistance. Our legal support assistants are critical members in our prosecutorial efforts and not approving this position would create an undue hardship.

I ask the Commission to approve this position fill request for a Legal Support Assistant at the Commission meeting on September 27, 2010. The position is in our general fund budget.

Thank you for your favorable consideration in this matter.

Sincerely,

Eleanor I. Brooks
District Attorney

cc: Donnie Mims, County Administrator

2010 SEP 20 10:15
MONTGOMERY COUNTY
CLERK

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 9

Date: December 6, 2010
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Washington, DC
Departure Date: March 6, 2011 Return Date: March 9, 2011
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2011 NACo Legislative Conference

Traveler (s) Name: 1. Jiles Williams 4. _____
2. John Mitchell 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,940.00 Advance Registration Required: \$980.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - 490.00; Meals - 300.00; Airfare - 500.00; Hotel - 550.00
Taxi/Shuttle - 100.00; Airport Parking - 30.00 (COSTS ARE PER PERSON)

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

The above request is _____ reimbursement of actual and necessary expenses in the
approximate amount of \$3,940.00 and advance registration of \$980.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51100.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$22,500.00</u>
Approved Requests:	<u>\$9,634.00</u>
Budget Available:	<u>\$12,866.00</u>
Current Requests:	<u>\$3,940.00</u>
Budget Balance:	<u>\$8,926.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/6/2010
cc: Finance Director / Buyer

6-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 10

Date: December 15, 2011
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 26, 2011 Return Date: January 28, 2011
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the ACCMA 2011 Winter Conference: Workplace Management

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

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

Total (est.) Cost: \$1,698.48 Advance Registration Required: \$400.00

Department Name: County Commission Fund Name: General

Additional Comments: Mileage - \$228.48; Registration - \$400.00; Hotel - \$600.00; Meals- 450.00
Parking - 20.00

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,698.48 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$9,634.00</u>	
Budget Available:	<u>\$12,866.00</u>	
Current Requests:	<u>\$5,638.48</u>	
Budget Balance:	<u>\$7,227.52</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/15/2010

cc: Finance Director / Buyer

6-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 2

Date: December 13, 2010
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Marriott Legends Capitol Hill Prattville, Alabama
Departure Date: January 12, 2011 Return Date: January 13, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend Alabama Licensing Officials Conference

Traveler (s) Name: 1. Kim Brown 4. Vanessa Evans
2. Virginia Davis 5. Stacy Manning
3. Cathy Mobley 6. Brenda Robinson

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

Total (est.) Cost: \$594.00 Advance Registration Required: \$450.00

Department Name: Probate Fund Name: 783-51350-265

Additional Comments: _____

To: Judge Reese McKinney, Jr.

From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$594.00 and advance registration of \$450.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>783-51350.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,000.00</u>	
Approved Requests:	<u>\$22.20</u>	
Budget Available:	<u>\$2,977.80</u>	
Current Requests:	<u>\$594.00</u>	
Budget Balance:	<u>\$2,383.80</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/13/2010

cc: Finance Director / Buyer

6-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 3

Date: December 15, 2010
To: Donald L. Mims, Administrator
From: Judge Reese McKinney, Jr.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama
Departure Date: January 9, 2011 Return Date: January 12, 2011
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend Alabama Probate Judges Association 2011 Winter Conference

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

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

Total (est.) Cost: \$1,200.00 Advance Registration Required: \$325.00

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

Additional Comments: _____

To: Judge Reese McKinney, Jr.
From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$1,200.00 and advance registration of \$325.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$7,500.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$7,500.00</u>	
Current Requests:	<u>\$1,200.00</u>	
Budget Balance:	<u>\$6,300.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/15/2010
cc: Finance Director / Buyer

6-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 6

Date: December 7, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin *LMC*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: February 16, 2011 Return Date: February 18, 2011

Conference Leave (Days / Hours): 3 days

Purpose of Travel: To attend the annual GFOAA Conference. This conference agenda has several timely topics and the available CPE hours for attending will help to maintain the required level of continuing professional education.

Traveler (s) Name: 1. Terri Henderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$750.00 Advance Registration Required: \$225.00

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

Additional Comments: Registration is \$225/attendee. The conference will provide 16 hours continuing professional education for each attendee. All travel costs are per MCC policy. GFOAA = Government Finance Officers Association of Alabama.

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

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the approximate amount of \$750.00 and advance registration of \$225.00 is authorized.

<i>To be completed by the Finance Department</i>	
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>\$1,770.00</u>
Budget Available:	<u>\$5,230.00</u>
Current Requests:	<u>\$750.00</u>
Budget Balance:	<u>\$4,480.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/7/2010

cc: Finance Director / Buyer

6-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 7

Date: December 7, 2010
To: Donald L. Mims, Administrator
From: Larry R. Curvin *[Signature]*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: May 4, 2011

Return Date: May 6, 2011

Conference Leave (Days / Hours): 3 days

Purpose of Travel: To attend ALTIST Course IV: Examination Tools & Techniques.
This will be the third of four such ALTIST courses for CRE certification of
this new auditor. This course will augment the on the job training received.

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$625.00 Advance Registration Required: \$225.00

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

Additional Comments: Registration is \$225. The training course will provide 20 hours
continuing professional education. Travel costs are per MCC policy.

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

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$625.00 and advance registration of \$225.00 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>\$1,770.00</u>	
Budget Available:	<u>\$5,230.00</u>	
Current Requests:	<u>\$1,375.00</u>	
Budget Balance:	<u>\$3,855.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/7/2010

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

DEC 20 2010

Request # 6

Date: December 2, 2010
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dothan, AL
Departure Date: January 31, 2011 Return Date: February 4, 2011
Conference Leave (Days / Hours): 5 days
Purpose of Travel: K9 Training Seminar

Traveler (s) Name: 1. Deputy T. Heath 4. Deputy J. Shepherd
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$830.00 Advance Registration Required: \$120.00
Department Name: Sheriff's Office Fund Name: 001-52110-380 General

Additional Comments: _____
Expenses will be paid from K9 Account.

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$830.00 and advance registration of \$120.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.380</u>	(ex: 000-00000-000)
Description:	<u>Investigations-Dog</u>	
Current Budget:	<u>\$45,300.00</u>	
Approved Requests:	<u>\$1,034.00</u>	
Budget Available:	<u>\$44,266.00</u>	
Current Requests:	<u>\$830.00</u>	
Budget Balance:	<u>\$43,436.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/6/2010

cc: Finance Director / Buyer

6-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 6

Date: December 15, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager *SK*
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: March 24, 2011 Return Date: March 24, 2011
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Alabama Workers Comp Seminar

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

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

Total (est.) Cost: \$268.84 Advance Registration Required: \$90.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Meals -75.00; Registration - 90.00; Mileage - 93.84; Parking - 10.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$268.84 and advance registration of \$90.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$16,000.00</u>	
Approved Requests:	<u>\$1,369.20</u>	
Budget Available:	<u>\$14,630.80</u>	
Current Requests:	<u>\$268.84</u>	
Budget Balance:	<u>\$14,361.96</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/15/2010

cc: Finance Director / Buyer

6-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

DEC 20 2010

Request # 1

Date: December 9, 2010
To: Donald L. Mims, Administrator
From: James Williams, Parks and Rec. Supt.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL
Departure Date: January 23, 2011 Return Date: January 26, 2011
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the 2011 Alabama Recreation and Parks Association State Conference

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

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

Total (est.) Cost: \$809.88 Advance Registration Required: \$195.00

Department Name: Parks and Recreation Fund Name: General

Additional Comments: Registration - 195.00; Hotel - 389.88; Meals - 225.00

To: James Williams, Parks and Rec. Supt.

From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$809.88 and advance registration of \$195.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>008-57200.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$1,500.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$1,500.00</u>	
Current Requests:	<u>\$809.88</u>	
Budget Balance:	<u>\$690.12</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/10/2010

cc: Finance Director / Buyer

6-9

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

DEC 20 2010

Request # 7

Date: December 3, 2010
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: January 19, 2011 Return Date: January 21, 2011
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: ADAA 2011 Winter Conference

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$987.00 Advance Registration Required: \$375.00

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

Additional Comments: Ms Brooks would like the option of using either vehicle

To: Ellen Brooks
From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$987.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$2,147.00</u>
Budget Available:	<u>\$42,853.00</u>
Current Requests:	<u>\$987.00</u>
Budget Balance:	<u>\$41,866.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 12/6/2010
cc: Finance Director / Buyer

6-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

DEC 20 2010

Request # 8

Date: December 14, 2010

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: January 19, 2011

Return Date: January 21, 2011

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: To Attend: ADAA 2011 Winter Conference

Traveler (s) Name: 1. Daryl Bailey 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$612.00 Advance Registration Required: _____

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 12/20/10 reimbursement of actual and necessary expenses in the
approximate amount of \$612.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$2,147.00</u>	
Budget Available:	<u>\$42,853.00</u>	
Current Requests:	<u>\$1,599.00</u>	
Budget Balance:	<u>\$41,254.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 12/15/2010

cc: Finance Director / Buyer

6-11