

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MAY 14, 2012

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:

Grant Writer Leslie York with Central Alabama Regional Planning and Development
Commission
Juvenile Court Administrator Bruce R. Howell
Revenue Commissioner Janet Buskey
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Chief Probate Clerk Wells Robinson

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Wilson

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 23, 2012

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Regarding the August 2012 Sales Tax Holiday Authorized by Act No. 2006-574, County Commission
2. Consider Resolution Regarding Pre-Application to ADECA for Recreational Trails Program for Grant Assistance to Purchase Property for the Construction of a Future Walking Trail and Other Park Amenities in the Catoma Community, County Commission
3. Consider Agreement with the State of Alabama Department of Examiners of Public Accounts regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
4. Consider Professional Services Contract with Clifton Lovejoy regarding the E.V.E.N. Domestic Violence Education/Intervention Program, Community Corrections
5. Consider Renewal of Agreement with PRA Government Services, LLC d/b/a Revenue Discovery Systems (RDS) to Provide External Audit Services, Tax and Audit Department
6. Consider Interlocal Cooperation Agreement with the City of Montgomery, Regarding FY 2012 Byrne Justice Assistance Grant (JAG) Program Award, Sheriff's Office
7. Consider Memorandum of Understanding with Montgomery Public Schools for 2012 Summer School Program, Youth Facility
8. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
9. Consider Bid Award for Drug Testing Equipment and Services, Bid Number 57202-012-006, Community Corrections
10. Consider Position Fill Request for an Assistant Tag and License Supervisor, Position Number 750053056, Probate Judge's Office
11. Consider Position Fill Request for a Customer Service Clerk, Position Number 750016035, Probate Judge's Office
12. Consider Travel/Training Requests (16)

OLD BUSINESS:

13. Consider Donating Lister Hill Clinic Property, 1000 Adams Avenue to Montgomery Housing Authority, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Presentation of Architectural Design of a Proposed Recreational Park by the
Engineering/Architectural Class of Brewbaker Technology Magnet High School

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Assistant Director of Support Services Pat Silas
Finance Director Sherrill Thomas
Revenue Manager Terri Henderson

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

MAY 14, 2012

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

MAY 28, 2012

County Holiday (Memorial Day)

MAY 29, 2012

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

JUNE 11, 2012

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

JUNE 25, 2012

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.

JULY 4, 2012

County Holiday (Independence Day)

JULY 9, 2012

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.

JULY 23, 2012

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 III – County Commission Office
Fill action continues for 2 Programmer Analyst II's – Information Systems
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 HVAC Specialist – Support Services Department
Fill action continues for 1 Plumber III – Support Services Department
Fill action continues for 1 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Clerk Typist II – Tax & Audit Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
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 1 Dept. District Attorney Level 1 – District Attorney's Child Support Unit
Fill action continues for 22 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II's – Detention Facility
Fill action continues for 3 Corrections Officers – Detention Facility
Fill action continues for 1 Inmate Grievance/Disciplinary Clerk – 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 Master Auto Mechanic – Engineering Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 3 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 License Inspector – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 2 Relief Juvenile Detention Officers – Youth Facility
Fill action continues for 1 Juvenile Detention Officer – Youth Facility

May 14, 2012

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 04-20-12

Check Number	To	Check Number
224952		224974
Total Checks Paid		\$31,921.65

CHECK #	PAYEE	AMOUNT	DATE
224951	Lexis Nexis	\$390.00	04/19/12

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 04-20-12

Check Number	To	Check Number
224975		225025
Total Checks Paid		\$277,096.71

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-27-12

Check Number	To	Check Number
225026		225362
Total Checks Paid		\$36,025.00

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-27-12

Check Number	To	Check Number
225363		225405
Total Checks Paid		\$223,680.47

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-27-12

Check Number	To	Check Number
225406		225469
Total Checks Paid		\$802,446.27

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-01-12

Check Number	To	Check Number
225471		225508
Total Checks Paid		\$760.00

CHECK #	PAYEE	AMOUNT	DATE
225470	AFIX Technologies, Inc.	\$12,400.00	04/30/12

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-04-12

Check Number	To	Check Number
225511		225547
Total Checks Paid		\$147,749.49

CHECK #	PAYEE	AMOUNT	DATE
225509	Postmaster Bulk Mailing	\$ 6,327.53	05/01/12
225510	Stivers Ford Lincoln Mercury	\$92,616.00	05/01/12

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 05-04-12

Check Number	To	Check Number
225548		225625
Total Checks Paid		\$307,393.09

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

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-11-12

Check Number	To	Check Number
225627		225684
Total Checks Paid		\$193,859.51

CHECK #	PAYEE	AMOUNT	DATE
225626	Premier Holdings, LLC	\$ 2,424.58	05/04/12

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

Agenda

MAY 14 2012

05-14-12 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 05-11-12

Check Number	To	Check Number
225685		225785
Total Checks Paid		\$420,717.53

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
05/04/12**

Payroll Check Number	112291	To	Payroll Check Number	112405	\$ 86,959.23
Direct Deposits					\$ 774,039.51
Payroll Check Number	112406	To	Payroll Check Number	112432	\$ 246,851.31
Direct Deposits					\$ 319,162.32
Federal Deposits					\$ 285,737.94
Total Payroll Paid					\$ 1,712,750.31

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

ELTON N. DEAN, SR.
CHAIRMAN

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

MAY 14 2012

May 10, 2012

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: August 2012 Sales Tax Holiday

Please see attached memo from Terri A. Henderson, Tax & Audit Manager, concerning the State of Alabama Department of Revenue ("ADOR") specific to the August 2012 Sales Tax Holiday authorized by Act No. 2006-574. The Sales Tax Holiday will start 12:01 a.m. on Friday, August 3, 2012 and will end at twelve midnight on Sunday, August 5, 2012. I am requesting that this item be placed on the May 14, 2012 Montgomery County Commission agenda. This item was discussed at the Information Session of the Montgomery County Commission meeting on April 9, 2012.

If I can be of further assistance, please contact me.

JAM/tll

Attachment

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

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

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

MEMORANDUM

DATE: April 2, 2012

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson
Revenue Manager *Terri A. Henderson*
4/2/2012

RE: 2012 Sales Tax Holiday, August 3-5, 2012

Please see notice attached from the State of Alabama Department of Revenue ("ADOR") specific to the 2012 Sales Tax Holiday. If we are going to participate again this year, I would respectfully request that this item be included on the agenda for the Montgomery County Commission meeting on April 9, 2012, or as soon as possible thereafter. Written notification of our participation and a certified copy of our resolution will be due back to the ADOR before the July 3, 2012 deadline.

Please note that Ms. Tammy Nix contacted me by phone this morning to inquire about this. It appears Mr. Mims would like to have this item placed on the agenda at the earliest. Thank you in advance for your assistance with this matter.

tah/attachment

**RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN AUGUST 2012, AS AUTHORIZED
BY ACT NO. 2006-574**

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the first full weekend of August 2012 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on Friday, August 3, 2012 and ending at twelve midnight on Sunday, August 5, 2012.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the May 14, 2012 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 14th day of May, 2012.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 14th day of May, 2012.

Elton N. Dean, Sr.
Chairman

Terri Henderson

Subject: FW: 2012 Sales Tax Holiday

From: Robbins, Wanda [<mailto:Wanda.Robbins@revenue.alabama.gov>]
Sent: Wednesday, February 29, 2012 8:52 AM
To: Terri Henderson
Subject: 2012 Sales Tax Holiday

February 28, 2012

REMINDER

REMINDER

**2012 Sales Tax Holiday
August 3-5, 2012**

Deadline to notify ADOR: July 3, 2012

The 2012 Sales Tax Holiday begins at 12:01 a.m. on Friday, August 3, 2012, and ends at twelve midnight on Sunday, August 5, 2012. As required by Sales Tax Holiday Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before July 3, 2012. The Department will compile this information into a list of all counties and municipalities participating in the Sales Tax Holiday and issue a current publication of the list on its website at: www.revenue.alabama.gov/salestax/SalesTaxHol.htm. Notification of participation in the sales tax holiday may not be included in the published list if received after July 3, 2012.

**Your taxpayers want to know if your locality will participate
in the 2012 Sales Tax Holiday.**

**Please put it on your calendar to discuss and vote on this
matter soon and notify the ADOR of the decision.**

Participating? Send a certified copy of any resolution, ordinance, or amendment adopted by your locality.

Not Participating? It is important that you inform us of that fact, as well.

Taxpayers rely on the list provided by the Department of Revenue and the Department cannot post a locality's participation status based on assumption; notification of nonparticipation or copies of resolution/ordinance from the locality is required.

Notification can be faxed, mailed or emailed:

FAX: 334-353-7666

MAIL: ALABAMA DEPARTMENT OF REVENUE
Attention: Wanda Robbins, Room 4311
Sales, Use & Business Tax Division
Post Office Box 327900
Montgomery, Alabama 36132-7900

EMAIL: wanda.robbins@revenue.alabama.gov

QUESTIONS: 334-353-8044

MAY 14 2012

RESOLUTION

WHEREAS, the Montgomery County Commission proposes to develop recreational resources in the Catoma Community to provide for the health and well being of the general public; and

WHEREAS, the Montgomery County Commission intends to submit a pre-application to the Alabama Department of Economic and Community Affairs (ADECA) Recreational Trails Program (RTP) for grant assistance to purchase property on which to construct a future walking trail and other park amenities in the Catoma Community; and

WHEREAS, the proposed area is designated as a desired district park location in the Montgomery County Parks and Recreation Plan 2011; and

WHEREAS, said RTP program is limited to funding a maximum of \$50,000 of the proposed project costs; and

WHEREAS, the estimated value of the land is \$_____ based on a residential summary form appraisal provided by a local, reputable appraisal company.

NOW THEREFORE BE IT RESOLVED by the Montgomery County Commission as follows:

SECTION 1. That the Montgomery County Commission hereby authorizes submission of an FY 2012 RTP pre-application to ADECA requesting funding assistance in the amount of \$50,000 toward the purchase of an identified property located in the Catoma Community.

SECTION 2. That, based on the estimated land value of \$_____, the Montgomery County Commission commits a minimum of 20% of the total project cost for the purpose of matching the RTP assistance request.

SECTION 3. That the Montgomery County Commission is dedicated to constructing recreational facilities at the identified location and will provide appropriate funding.

SECTION 4. That in the event a full application is invited and a grant is awarded, the Montgomery County Commission understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations.

SECTION 5. That Elton N. Dean, Sr., in his capacity as Chairman of the Montgomery County Commission, is hereby authorized and directed to submit said pre-application on behalf of the County and take other such actions as necessary to obtain the requested financial assistance.

PASSED, ADOPTED AND APPROVED this the 14th day of May, 2012.

ATTEST:

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

Donald Mims
County Administrator



Ronald L. Jones
Chief Examiner

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Agenda

MAY 14 2012

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

April 12, 2012

Hon. Elton N. Dean, Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

Teresa W. Durrett, Director
County Audit Division

TWD/np

Enclosure

2012 APR 13 PM 12:24

RECEIVED
MAY 14 2012

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2010 through September 30, 2011. The audit will encompass a financial audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed eleven thousand three hundred eighty-five dollars (\$11,385.00). MCC agrees to pay 75% of the cost of this agreement upon full execution and 25% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public Accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of five (5) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

EPA agrees that it will fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer

and Citizen Protection Act, which makes it unlawful for an employer in Alabama to knowingly hire or continue to employ an alien who is or has become unauthorized with respect to such employment or to fail to comply with the I-9 requirements or fails to use E-Verify to verify the eligibility to legally work in the United States for all of its new hires who are employed to work in the State of Alabama. Without limiting the foregoing, EPA shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien, and shall have an officer or other managerial employee who is personally familiar with EPA's hiring practices to execute an affidavit to this effect on the form supplied by the MCC and return the same to the MCC. EPA shall also enroll in the E-Verify Program prior to performing any work, or continuing to perform any ongoing work, and shall remain enrolled throughout the entire course of its performance hereunder, and shall attach to its affidavit the E-Verify Program for Employment Verification and Memorandum of Understanding and such other documentation as the MCC may require to confirm EPA's enrollment in the E-Verify Program. EPA agrees not to knowingly allow any of its subcontractors, or any other party with whom it has a contract, to employ in the State of Alabama any illegal or undocumented aliens to perform any work in connection with the Project, and shall include in all of its contracts a provision substantially similar to this paragraph. If EPA receives actual knowledge of the unauthorized status of one of its employees in the State of Alabama, it will remove that employee from the project, jobsite or premises of the MCC and shall comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. EPA shall require each of its subcontractors, or other parties with whom it has a contract, to act in a similar fashion. If EPA violates any term of this provision, this Agreement will be subject to immediate termination by the MCC. To the furthest extent permitted by law, EPA shall defend, indemnify and hold harmless the MCC from any and all losses, consequential damages, expenses (including, but not limited to, attorneys' fees), claims, suits, liabilities, fines, penalties, and any other costs arising out of or in

any way related to EPA's failure to fulfill its obligations contained in this paragraph.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties have affixed their hands and seals this _____ day of _____, 20____.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Montgomery County Commission

Elton N. Dean, Sr.
Chairman

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

Agenda

MAY 14 2012

DATE: May 8, 2012

TO: Donnie Mims – County Administrator

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

SUBJECT: Request for Commission to Consider for Approval a Professional Services
Contract for an E.V.E.N. Domestic Violence Education/Intervention
Provider

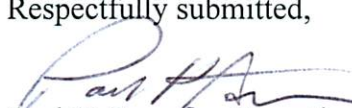
Mr. Mims:

On Tuesday, April 10, 2012, the MCCPCA Board unanimously voted to approve a motion that a proposed contract with a Clifton Lovejoy for Professional Services be submitted to the Commission for approval. The E.V.E.N. program is in need of an additional Domestic Violence Education/Prevention Provider to serve as a reserve staff member when the present providers take vacation and to cover for unscheduled absences.

The proposed provider, Mr. Clifton Lovejoy, has worked under contract with the Commission in the past administering the counseling component of the Pilot Project operated by Community Corrections in 2008-2009. In addition to providing excellent services under that particular contract, Mr. Lovejoy has donated numerous free hours of his time without compensation to make certain that those offenders remaining on the Pilot Program after funding was depleted, had received maximum benefits from the program. Mr. Lovejoy has also donated considerable professional time to the Drug Court in developing an Alumni group for these offenders.

I have previously met with the Commission on April 23, 2012, discussed the proposed contract for Professional Services and recommended that the Commission approve the proposed contract. I therefore respectfully request that the Commission approve the proposed contract for Professional Services with Mr. Clifton Lovejoy at the next scheduled Commission meeting, May 13, 2012.

Respectfully submitted,


Paul H. Brown – Executive Director
Montgomery County Community Corrections

2012 MAY -8 PM 3:20

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-

4-1

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

The Montgomery County Commission agrees to pay to the provider a fee, of \$25.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

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

Invoicing for services charged under this Professional Services Contract shall be submitted to the Montgomery County Community Corrections Department Executive Director on an approved Monthly Invoice Form to be provided by the Montgomery County Community Corrections Department and shall contain: The name and mailing address of the provider, the Federal Tax I.D. Number or Social Security Number of the provider, the date of service, the amount of time charged, the nature of the service rendered (class instruction, tutoring, orientation, intake, Court advocacy, reporting, etc.), a total calculation or amount invoiced for each service, an aggregate total of all charges for the month, and the providers signature attesting that the invoice is accurate and correctly reflects services actually performed and the date signed. Invoice forms may be submitted no more than twice per month. Invoice Forms for any preceding month's services are due no later than the fifth business day of the month following the month services are rendered. Upon verification of the accuracy of any invoice by the Executive Director, the invoice shall be forwarded to the Montgomery County Commission for payment. Payment shall be disbursed according to the course of normal business by the Montgomery County Finance Department (presently disbursements are made twice per month). Requests for expedited payment or exceptional disbursements will not be honored.

Actual services to be compensated under this Contract shall commence no earlier than May 1st, 2011, however, the contract period shall begin from date of signing this contract by both parties and shall end at the one year anniversary of this contract. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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

Dated this _____ Day of _____, 2012.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: Clifton Lovejoy

BY: _____

TITLE: _____

PRINT NAME: Clifton Lovejoy

M.C.C.P.C.A Board Chair or Representative

BY: Jim Dyer

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

MEMORANDUM

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

MAY 14 2012

DATE: May 10, 2012

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

RE: Renewal of External Audit Services Agreement

The current External Audit Services Agreement between the Montgomery County Commission and PRA Government Services, LLC, d/b/a Revenue Discovery Systems ("RDS"), was discussed at the Information Session of the April 23, 2012 Montgomery County Commission meeting. The term of the current Agreement is set to expire on May 15, 2012. The proposed renewal Agreement effective for a new eighteen (18) month term commencing on May 16, 2012 through November 15, 2013 is attached for your review. Please note that the proposed renewal Agreement attached has already been discussed with and reviewed by Ms. Constance Walker with Haskell Slaughter Young & Gallion, LLC.

As the expiration date for the current Agreement is quickly approaching, I would respectfully request that this proposed renewal Agreement be included on the agenda for the Montgomery County Commission meeting on May 14, 2012.

Additionally, a new Letter of Introduction for RDS has also been prepared and is attached for Mr. Mims signature, provided this renewal Agreement is approved. The new Letter of Introduction for RDS has also been discussed with and reviewed by Ms. Constance Walker.

Thank you in advance for your consideration and assistance with this matter.

JAM/tll

Attachments

STATE OF ALABAMA }
COUNTY OF MONTGOMERY

AGREEMENT

THIS AGREEMENT is made this ____ day of _____ 2012
between the Montgomery County Commission ("COUNTY") AND PRA Government Services,
LLC d/b/a Revenue Discovery Systems ("RDS").

WITNESSETH:

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

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

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

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

1. Services/Scope.

During the term of this AGREEMENT, RDS agrees to perform audit services for some designated portion of businesses that are currently included in, or subject to be added to, the Montgomery County Tax & Audit Department universe of non-property taxpayers. Such audit services will be assigned and approved by the COUNTY Revenue Manager. That tax universe shall include sales, consumers use, lodgings, gasoline, fuel or any other applicable COUNTY taxes. Such audit services will be in conformance with the Montgomery County Taxpayers Bill of Rights, and any other applicable laws.

Audit services will include compliance and enforcement activities such as investigation and verification of records, contracts, subcontracts, purchase invoices, lease agreements, and other pertinent data pertaining to operations which might subject an individual, partnership, corporation or other entity to sales, consumer use, lodging, gasoline and fuel taxes, and any other applicable tax of the COUNTY. Audit services will also include all preparation for the performance of an audit, any research or statistical analysis performed in relation to an audit, in-house audit/collection efforts, examination of the books and records of the taxpayer, and all services related to closing an audit to include involvement in taxpayer appeals, when applicable and if approved by the COUNTY Revenue Manager. RDS shall notify the COUNTY not later than 10 days from receipt of all taxpayer appeals and not later than 10 days after the determination of such appeals.

Out-of-state audits may be assigned to RDS under this AGREEMENT.

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

The COUNTY will provide generic letters of authorization and introduction of RDS as a representative of the COUNTY. Also, the COUNTY will provide direct audit letters to any taxpayer requesting same.

Each party accepts responsibility for its compliance with applicable federal, state and local laws and regulations.

2. Conditions of Work.

It is understood that RDS may employ a broad range of means, methods, and conditions of work, so long as such remain consistent with established and acceptable business practices for professional auditors, and so long as such practices are in compliance with applicable laws. RDS shall devote only such time and effort, as is reasonably appropriate under the circumstances of each audit, to perform the services enumerated in paragraph One (1) above, and shall demonstrate a high degree of consistency and regularity with respect to contacts made with persons and firms described in said paragraph for the express purpose of carrying out the terms and conditions therein described.

3. Fee for Services.

(a) As a fee for services to be rendered hereunder, the COUNTY shall pay to RDS at the maximum rate of \$70.00 per hour. There shall be no contingent fees. RDS personnel who have attained status as a Certified Public Accountant (CPA) or Certified Revenue Examiner (CRE) shall be paid at \$70.00 per hour.

(b) It is understood that RDS shall pay all local travel and other expenses incurred in the performance of all audits performed by RDS or anyone in its employment. It is further understood that RDS shall be paid a per diem rate and mileage rate as and when allowed under Ala. Code §40-2A-6(d) and Section V of the Montgomery County Taxpayers Bill of Rights. Further,

1. If overnight travel or travel more than 25 miles beyond origination point is required, RDS will pay the auditor and bill the COUNTY for its portion of travel expenses. COUNTY agrees to pay the amount of these fees when due, regardless of any recovery.
2. Billing Increment: Time will be recorded in 15-minute intervals (.25 hours);
3. Shared Audit Fees: When audits for COUNTY overlap with audits for other RDS clients or clients of RDS Affiliates, the fees will be shared as follows:
 - a. Travel Time: travel time, expenses, and a daily per diem amount for each audit is distributed evenly among the clients reviewed for each audit.
 - b. Interview Time: time billed during the initial interview of each audit is distributed evenly amongst the clients reviewed for each audit – during this process the auditor determines which clients will actually be audited for and billed Audit Time as follows;
 - i. Audit Time: Time billed during the actual audit stage of each audit is billed according to actual time spent working for each client;
 - i. No Double Billing: In no event shall the overlapping audits combined require payment for more than 100% for any one RDS representative.

(c) All revenue generated by audits shall be received by RDS in the form of a check from each applicable taxpayer, each being payable to the MONTGOMERY COUNTY COMMISSION which shall be forwarded, along with appropriate and applicable correspondence and supporting working papers, as directed by the COUNTY Revenue Manager, to the COUNTY not later than 10 days after RDS receipt.

(d) RDS shall submit invoices to the COUNTY. Billing Invoices for audit services shall include a breakout of applicable RDS staff (employees and subcontractors, as applicable) and a description of work performed, and amount of time worked on each of the billed audit assignments. RDS shall also supply supporting or explanatory documentation/information at the request of the COUNTY. Payment shall be due from the COUNTY within thirty (30) days of receipt of such invoice.

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

4. RDS Audit.

Once a year RDS will have an auditor prepare an Independent Service Auditor's Report on Controls Placed in Operation and Tests of Operating Effectiveness. This report is commonly called a SOC report and will be made available upon request. The COUNTY hereby requests a copy of each such SOC report when available.

5. Term of AGREEMENT.

The term of this AGREEMENT shall commence on MAY 16, 2012 and shall continue in effect THROUGH NOVEMBER 15, 2013, or until canceled by either the COUNTY or RDS upon sixty (60) days prior written notice of cancellation.

6. Assignment.

RDS may not assign its rights or obligations under this AGREEMENT without the prior written consent of the COUNTY. However, RDS shall have the right to hire qualified assistants as subcontractors or to use employees to provide the Services required by this AGREEMENT. Each assistant must be identified in advance by name/credential to the COUNTY as such for each audit performed. Subject to the foregoing, this AGREEMENT shall be binding upon and inure to the benefit of the parties and their successors or assigns.

RDS, in rendering performance under this AGREEMENT shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be an employer-employee relationship, a joint venture, or a partnership. RDS shall be solely responsible for its actions or omissions in performing the duties under this AGREEMENT, and shall hold COUNTY harmless from any and all claims for negligence or other wrongdoing, including attorneys fees and costs, and any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

7. Binding Effect.

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

8. Governing Law.

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

9. Initial Dispute Resolution

If a dispute arises of or relates to the contract between RDS and the COUNTY, or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions and negotiations, the parties shall endeavor to settle the dispute by non-binding mediation, before a mediator agreed upon by the parties. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution.

10. Final Dispute Resolution.

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

11. Entire AGREEMENT.

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

If any one or more provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and this AGREEMENT shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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

MONTGOMERY COUNTY COMMISSION

PRA Government Services, LLC

By: _____

Elton N. Dean, Sr, Chairman

By: _____

Kennon Walthall , President

Date: _____

Date: _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

RE: Letter of Introduction

Dear Taxpayer:

Request is hereby made to examine all books of account, invoices, sales receipts and working papers necessary to ascertain the correct amount of applicable taxes being administered by Montgomery County.

Please note that under authority granted by Section 11-3-11.2 and Sections 11-51-200 through 11-51-206 of the Code of Alabama 1975, and the Montgomery County Taxpayers Bill of Rights, Montgomery County has contracted with RDS to act as Montgomery County's duly authorized agent in order to perform taxpayer audit examination services. Therefore RDS is hereby authorized to examine and/or audit the records, books, or other relevant information maintained by you so that Montgomery County may compute the correct amount of any applicable tax, license, or fees that may be assessed by Montgomery County.

At or before the beginning of this audit, RDS will provide to you the current version of the Montgomery County Taxpayers Bill of Rights which provides in simple and non-technical terms, a statement of your rights. Those rights include the right to be represented during an examination, a written description of the basis for any assessments, and an explanation of your appeal rights. Please read this material carefully and contact your professional advisors for tax or legal advice.

Please contact us directly if at any time you have any questions or if you are unable to obtain a reasonable response after several attempts to communicate with the auditor assigned to your case. For verification of the identity of an auditor, you may contact the audit department of RDS at 205-423-4126.

Your cooperation is greatly appreciated during this process.

Sincerely,

Donald L. Mims
County Administrator
Montgomery County

Date: _____

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980

FAX: (334) 832-2500

09 May, 2012

Agenda

MAY 14 2012

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Edward Byrne Memorial Justice
Assistance Grant

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2012. I have attached a Memorandum of Understanding between the City of Montgomery and the Montgomery County Commission for the Commission's consideration and approval. Please place on the agenda for the 14 May, 2012 County Commission meeting.

If you are in need any additional information, please do not hesitate to call on me.

A handwritten signature in black ink, appearing to be "D.T. Marshall", written over a circular stamp.

DTM/tb

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATAION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

FY2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this the ____ day of April 2012, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witnesseth as follows:

WHEREAS, this Agreement is made under the applicable laws of the State of Alabama to enter into agreements setting forth the powers, authorities and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. Each of the City and the County are duly organized, under the laws of the State of Alabama, and each has full power and authority to execute, deliver and perform this Agreement; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City agrees to pay the County approximately \$33,338.40 which represents 40 percent of the Award.

WHEREAS, the City and the County believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, do hereby agree hereto as follows:

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2012 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$33,338.40 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2012 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

The City is responsible for the use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, monitoring their portion of the award, submitting reports including performance measure and program assessment data. The County has no responsibility or liability as to the City's portion of the JAG Award.

The County is responsible for their use of their portion of the JAG Award. The City is responsible for the administration of their portion of the JAG Award including the disbursement of the funds, assessment data, performance measures and program assessment data. The City shall have no responsibility or liability as to the County's portion of the JAG Award. The County is responsible for sending copies of all receipts and invoices for JAG purchases to the City for auditing purposes. These receipts should be sent as soon as received.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishings of the services by the other party.

E. Administering Funds

The City agrees not to use any of the JAG Award for costs associated with administering the JAG Award. The City further agrees not to charge the County any fee for administering the JAG Award. The only cost to be deducted from the entire JAG Award is that of public notification.

F. Disparate Certification

The parties both agree that the County is entitled to a disparate allocation.

G. Accounting

Each party shall be responsible for all required accounting of their portion of the JAG Award. The City shall submit all quarterly reports as required by the US Department of Justice, Office of Management and Budget for both City and County Agencies for the entire grant period as well as performance reports.

H. Public Notification

The City is responsible for proper advertising of the receipt of the JAG Award consistent with all applicable rules, statutes and regulations.

I. Imposition of Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the County.

Nothing in the performance of this Agreement shall impose any liability for claims against the City.

J. Third Parties

Nothing herein shall be construed to provide any rights to any third party. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

K. Entire Agreement

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

L. Miscellaneous

If any paragraph or part of a paragraph of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other paragraph or portion of this Agreement.

This Agreement shall ensure to the benefit of the City and the County and shall be binding upon the City and the County and their respective successors and assigns.

This Agreement shall be governed as to its validity, construction and performance by the laws of the State of Alabama.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

The descriptive headings of the several paragraphs of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement;

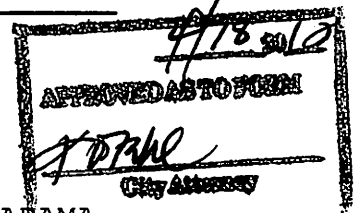
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ATTEST:

CITY OF MONTGOMERY, ALABAMA

Brenda Sae Blalock
City Clerk

By: [Signature]
Mayor



ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By: _____
Chairman, Montgomery County
Commission

ACKNOWLEDGMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Todd Strange and Brenda Blalock whose names, as Mayor and City Clerk, respectively, of the City of Montgomery, are signed to the foregoing Agreement, and who are known to me, as such Mayor and City Clerk, respectively, and with full authority, executed the same voluntarily for and the act of City of Montgomery.

Given under my hand and seal on this the 19th day of April, 2012.

Tracie Davis

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Nov 1, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ACKNOWLEDGMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____ and _____ whose names, as Chairman and County Administrator, respectively, of the County Commission of Montgomery County, Alabama, are signed to the foregoing Agreement, and who are known to me, acknowledged before me, that being informed of the contents of said Agreement, they, as such Chairman and County Administrator, respectively, and with full authority, executed the same voluntarily for and the act of County Commission of Montgomery County, Alabama.

Given under my hand and seal on this the _____ day of April, 2012.

Notary Public

My commission expires: _____

MEMO

To: Donnie Mims, County Administrator

From: Bruce R. Howell, Court Administrator

Date: April 17, 2012

Re: Summer School Contract

A handwritten signature in black ink, appearing to read 'BRH', is written over the 'From' line and extends slightly into the 'Date' line.

Attached is the MOU with Montgomery Public Schools for the employment of (1) temporary teacher beginning June 6, 2012 for summer school. This is an agreement that has been entered into for years. Monies for this temporary employment come from state money. Please place this request on the Monday, April 23, 2012 agenda.

MEMORANDUM OF UNDERSTANDING
FOR
TEMPORARY EMPLOYMENT

3/20/12

This Memorandum of Understanding is hereby entered into by and between the Montgomery Public Schools and the Montgomery County Commission (hereafter referred to as the "Commission") for the purpose of paying the wages and benefits of one teaching unit for summer school 2012 at the Montgomery County Youth Facility. Montgomery Public Schools and the Commission agree that the employment of the teacher is temporary beginning June 6, 2012. The employment will be for twenty hours (20) per week for (7) weeks at a rate of \$25.00 an hour for the teacher for a total of \$3,500.00. Fringe benefits for the employee total the amount of \$631.40. Supplies total \$150.00. The sum total is \$4,281.40. The Commission agrees to pay Montgomery Public Schools on a monthly basis. Each monthly payment will be made payable to Montgomery Public Schools (attn: Ron Glover) and mailed to P.O. Box 176, Montgomery, Alabama 36101-176.

The Montgomery Public Schools and the Commission further agree that this Memorandum in no way represents permanent employment. The Montgomery Public Schools and the Commission may terminate the Memorandum of Understanding without penalty by providing all parties with a seven (7) day written notice.

Mr. Ron Glover, Asst. Superintendent of Finance
Montgomery Public Schools

Date

Mr. Bruce Howell, Chief Probation Officer
Montgomery County Youth Facility

Date

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

Date

Hon. Charles Price, Presiding Circuit Judge
Montgomery Family Court

Date

**Montgomery County Youth Facility/Montgomery Public Schools
Summer School 2012**

Memo

To: Bruce Howell, Chief Probation Officer
Montgomery County Youth Facility

From: Marcus Roberts, Education Specialist, Federal Programs
Title I Office
Montgomery Public Schools

Cc: Dr. Julius Shanks, Director of Federal Programs
Title I Office
Montgomery Public Schools

Veverly Arrington, Director of Human Resources
Central Office
Montgomery Public Schools

Date: March 20, 2012

RE: Montgomery County Youth Facility
Summer School Budget

The following resources will be provided to ensure a productive Summer School Program

(3) Teachers

One Teacher @ \$25.00/hour for 20 hours per week for seven weeks	=	\$ 3,500.00
Fringe Benefit amount @ 18.04% x \$3,500.00	=	\$ 631.40
Fringe Benefit=\$631.40+\$3,500.00 per Teacher unit	=	\$ 4,131.40
Total equals \$4,131.40 x (3) Teachers	=	\$12,394.20
Supplies @ 150.00 x (3) Teachers	=	\$ 450.00
Grand Total for (7) Weeks	=	\$12,844.20

Montgomery County Youth Facility/Montgomery Public Schools
Summer School 2012

The 2012 Summer School session for Montgomery County Youth Facility will begin on Monday, June 18 2012, and end on Friday, August 10 2012. Monday, July 02 2012, through that Friday, July 06 2012, will be holidays.

**The following resources will be needed to ensure a productive Summer School Program.*

PERSONNELL

(1)	Reading Teacher	<i>TBA</i>
(1)	English Teacher	<i>TBA</i>
(1)	Memorandum of Understanding w/MCYF	<i>TBA</i>
(1)	Jail	<i>David Gomez</i>

One Teacher @ \$25.00/hour for 20 hours per week for seven weeks	=	\$ 3,500.00
Fringe Benefit amount @ 18.04% x \$3,500.00	=	\$ 631.40
Fringe Benefit = \$631.40+\$3,500.00 per Teacher unit	=	\$ 4,131.40
Total equals \$4,131.40 x (3) Teachers	=	\$12,394.20
Supplies @ 150.00 x (3) Teachers	=	\$ 450.00
Grand Total for (7) Weeks	=	\$12,844.20

General Information

1. All certified staff will be paid at a rate of \$25.00 per hour. Summer employees will only be paid for actual hours worked.
2. Sick Leave and Personal Leave are **NOT** applicable to summer school. Sick Leave will not be earned for the days worked in summer school.
3. Teachers who apply are expected to teach the full seven (7) weeks.
4. Social Security and teacher's retirement will be deducted from Summer School earnings of employees.

Employees must provide immediate notice to the Office of Human Resources if summoned to Jury Duty. MPS will attempt to secure a postponement until after the Summer School sessions ends. Money earned from Jury Duty is not to be turned in; however, a copy of the check must be sent to payroll. Jury Duty is the only absence for which payment will be made for hours not worked. Sick and/or Personal Leave cannot be used.

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

MAY 14 2012

May 14, 2012

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-2012-59: Cloverdale Playhouse, Inc., for Educational Programs - \$1,000; (Wilson)
- C-2012-60: Montgomery County Recreation Department, for Boys & Girls Clubs of Montgomery, for Youth Programs Including Support of Tennis Tournament - \$300; (Wilson)
- NC-2012-79: BOE, Jefferson Davis High School, for the Health Science Academy to Purchase an I-Pad - \$800; (Wilson)

DLM/tll

8-1

MAY 14 2012

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: April 20, 2012

SUBJECT: Invitation to Bid No. 57202-012-006,
Drug Testing Equipment and Services
For Community Corrections

Request approval of award on the above referenced Invitation to Bid to low bid of Siemens Healthcare Diagnostics, Inc., based on unit pricing \$0.68 per drug screen fee and \$0.22 per validity test fee, be placed on the agenda for a future County Commission meeting. (copy of spread sheet attached)

The contract will be for twenty-four (24) consecutive months, with the option to renew for two (2) years, in one year periods. A price escalation may be allowed, but shall not exceed 5% each year.

Mr. Tommy Gallion, County Attorney, has reviewed the contract and the recommended changes have been made to the contract.

Coordination of award made with Mr. Paul Brown, Executive Director, Montgomery Community Corrections.

Attachment

[illegible]

9-2

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

DATE: May 8, 2012
TO: Donnie Mims – County Administrator
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections
SUBJECT: Request for Commission Approval of a Contractual Agreement for
Purchase of Offender Drug Testing Expendable Materials

Mr. Mims:

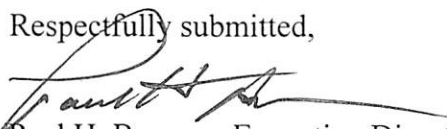
In March of this year the County issued an Invitation to Bid (ITB) for drug screening expendable materials to be used by the Montgomery County Community Corrections Department in screening offenders for drugs of abuse. Two vendors responded to the ITB. The bid submitted by Siemens Healthcare Diagnostics, Inc. was the lower of the two bids submitted. Presently, Siemens is the provider of the lab equipment, software and service on the equipment used by Community Corrections. The bid, as proposed, assumes the continued use of the existing equipment already owned by the bidder. This represents a substantial savings over the other proposed bid and eliminates the need to retrain staff on the testing procedures and equipment as well as software. The bid, as proposed, also affords the Community Corrections Department the opportunity to avoid increasing the charge for drug screening of offenders for at least the next two years.

On Tuesday, April 10, 2012, the Montgomery County Community Punishment and Corrections Authority Board met and unanimously approved the recommendation of the proposed award of a purchasing contract to the Commission. County Attorney, Tommy Gallion has reviewed the proposed purchase contract and the grammatical error he pointed out has been corrected and the addendum mentioned in the contract has since been attached for all parties to review (a table of costs and provided consumables).

I have previously met with the Commission on April 23, 2012, discussed the proposal and recommended that the Commission approve the proposed contract for expendable drug testing materials.

I therefore respectfully request that the Commission approve the attached purchase contract.

Respectfully submitted,


Paul H. Brown – Executive Director
Montgomery County Community Corrections



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 • t. 334.265.8573
www.hsy.com

MEMORANDUM

April 4, 2012

TTG
DK

TO: Donnie Mims
FROM: Tommy Gallion
RE: Siemens Healthcare Diagnostics, Inc.
Contract Agreement

I have reviewed your April 3, 2012 memorandum, the April 3, 2012 memorandum from Pat Silas to you, and the Contractual Agreement.

There is one sentence in the contract that does not make sense. On page 2 under Instrument Specifications, the sentence reads as follows: "In consideration for MCC purchasing all expendable drug testing reagents and related expendable materials (see Appendix, the following Items will be provided by Siemens Healthcare Diagnostics, Inc.:" This sentence needs to be edited to make sense. Also I was not given a copy of the aforementioned Appendix to review.

Other than correcting the above sentence, the Contract Agreement is fine and is legal and binding on both parties.

Once the above correction is made, 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
#4,522,414

2012 APR 11 10:11 AM

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the _____ day of April, 2012, between Siemens Healthcare Diagnostics, Inc. and Montgomery County Commission, Montgomery, Alabama

WHEREAS, Siemens Healthcare Diagnostics, Inc. owns and operates a business and desires to provide Offender Drug Testing Equipment and Services to the Montgomery County Community Corrections Department, in accordance with all provisions and specifications of Invitation To Bid No. 57202-12B-006, as advertised by the by the Montgomery County Commission on March 9, 2012 (hereafter referred to as the ITB).

WHEREAS, In Consideration thereof, Siemens Healthcare Diagnostics, Inc. and Montgomery County Commission agree as follows:

SPECIFICATIONS FOR DRUG TESTING EQUIPMENT AND SERVICES

GENERAL CONDITIONS

Montgomery County Commission hereafter referred to as (MCC) is purchasing the expendable reagents and other related materials for the purpose of providing drug testing through a specialized laboratory of Siemens Healthcare Diagnostics, Inc.'s to be placed in Montgomery County Community Punishment and Corrections Authority's office. This contract will include equipment and supplies for an onsite urinalysis substance abuse testing facility. All the equipment will remain the property of Siemens Healthcare Diagnostics, Inc. until and if at such time Montgomery County Commission desires to purchase said equipment.

Any changes to this contract during the contract period must be in writing.

The MCC reserves the right to ask for new pricing each calendar year based on any increase the volume of tests performed. Prices can only be changed at the anniversary of the contract.

Standard payment terms are net 30 days of invoice.

TERMINATION CLAUSE

This contract shall become effective the 1st day of May, 2012 or upon date of execution, whichever is later. The contract shall be for a term of twenty-four (24) consecutive months, with the option to renew for two (2) years, in one (1) year periods. A price escalation may be allowed, but shall not exceed 5% each year. The Montgomery County Commission reserves the right to withdraw from the contract providing a 30 day written notification.

SPECIFICATIONS OF AGREEMENT

MCC is making a contract to purchase drug testing expendable reagents and other related materials which includes the full use of one analyzer, belonging to Siemens Healthcare Diagnostics, Inc. and to be used for conducting drug screens.

Shipping expenses of the analyzer and all peripheral devices mentioned in this contract will be the sole responsibility of the Siemens Healthcare Diagnostics, Inc.

INSTRUMENT SPECIFICATIONS

Siemens Healthcare Diagnostics, Inc. presently has in place the fully operational and functioning Lab Equipment at:

Montgomery Correction and Punishment Authority
301 Adams Avenue
Montgomery, Alabama 36104

MCC's current estimate is based on an annual number of single test performed being 22,000 to 30,000 tests per year.

In consideration for MCC purchasing all expendable drug testing reagents and related expendable materials (see Appendix), the following Items will be provided by Siemens Healthcare Diagnostics, Inc.:

- Drug Testing Machine - DTM
- 1 Computer with Modem (Network Interface)
- Data Management System with 1 License
- Color Code Randomization Module
- Midas Interface with offsite or onsite server hosting for automated upload/download to the Alabama Administrative Office of the Courts.
- Bar Code Printer
- All necessary training and/or retraining of DTM operator(s)

The Drug testing software and any supporting software must be able to print individual reports, email reports and fax them directly from the computer system.

The drug testing system must use methods and output results that conform to federal and state guideline and/or laws or industry practices as well as HIPPA should that become an issue in MCC's business practices.

DATA MANAGEMENT SYSTEM

The Data Management System must be fully customizable to meet the needs of the laboratory. The Lab's reporting needs will be carefully designed to provide efficient viewing, reporting, printing, archiving and transmission/delivery of reports.

REPORT DELIVERY

Data management software shall provide automatic reporting of results to client on-site and off-site through various methods.

- Local & Network Printers
- Remote Workstation Viewing & Printing
- Auto Batch Faxing
- Email Reporting
- Internet Reporting/Remote Access to Reports
- Rapid Order Entry

Default order data and standing order shall be configurable in system preferences, donor setup, and order entry.

Client Information Screen -

This screen includes drug admission, prescription information.

Calculated Tests -

Easy to use calculation builder enables the user to build mathematical calculations from current previous results, including THC ratio.

Reflex Conditions -

User can build multiple conditions to add, delete, or re-run assays and profiles.

Import/Export Capabilities -

Build import sets for connectivity with third party applications. Import demographics and batch order entries. Schedule regular export of result data in real-time or time intervals via FTP, Internet, or file transfer.

Query Report Writer -

Enables user to design new reports with selectable fields of information and MCC designed queries.

Quantitative and Qualitative Results -

User can select the reporting method per assay to print a qualitative text message or the numeric result with or without the flag.

Bar-coding Capability-

Bar coding on order entry is available for bi-directional instruments and specimen cup identification.

Chain of Custody -

Chain of custody forms is available at order entry with client information and unique accession number.

Allows Off-Line Test Entry -

Allows easy manual entry or off-line tests.

Unique Accession Number Tracks Specimen Record -

Unique accession number on specimen cup bar code, chain of custody form and lab report tracks from order entry to instrument resulting.

Auto Rerun of Positives -

Automatically initializes assay to receive rerun value while storing the previous result for review as well as provide barcode for re-aliquating specimen.

REPAIR AND MAINTENANCE

The drug testing system must be restored to normal operations, via repair or exchange within 24 hours after the initial call for service is placed. Siemens Healthcare Diagnostics, Inc. will arrange through the manufacture of equipment emergency maintenance services to keep testing down-time to a minimum. Extended down-time of more than two full working days (7:00 am thru 5:00 pm, Monday-Friday) in any given month shall constitute cause to terminate the contract unless the MCC and Siemens Healthcare Diagnostics, Inc. agree to mitigate the per drug screen fee as compensation for extended down-time.

TRAINING

Siemens Healthcare Diagnostics, Inc. must provide training and/or retraining for MCC staff operator(s) on-site or off-site with said cost of training included in the per drug screen fee quote (including airfare, meals, lodging, and ground transportation for trainer and/or MCC Staff).

Siemens Healthcare Diagnostics, Inc. will also provide training for the remainder of the MCC employees within 90 days of the installation of the analyzers on-site. Training will include proper operation of laboratory equipment and software provided for data management.

PRICING

Pricing is based on a Non-capital Outlay for MCC. Prices quoted are calculated as a per drug screen fee which includes use of all equipment, software, maintenance/service and management of laboratory.

The price includes, but is not limited to consumables, calibrators, and controls, pipettes and management assistance. A list of Calibrators/Controls and consumables provided at no additional cost to MCC by Siemens Healthcare Diagnostics, Inc. is included in the Appendix to this Contract.

Pricing includes a separate cost per assay for validity testing (Creatinine and Specific gravity).

TOTAL PRICE PER DRUG SCREEN FEE: \$ 0.68 *

TOTAL PRICE PER VALIDITY TEST FEE: \$ 0.22 *

*A product specification sheet labeled Appendix accompanies this contract which illustrates the Unit cost of the product packaging, number of tests per kit and the extended per test cost per product pack.

SHIPPING

A per order shipping fee of \$80.00 applies for every order, regardless of size or number of items ordered. The \$80.00 shipping fee is waived, however, if the order is placed "on-line" through the Siemens on-line ordering system and the minimum order is for \$2,000.00 or more in products from the Viva line.

ITEMS SPECIFICALLY NOT PROVIDED

Urine Collection Specimen Cups, Bar Code Printer Labels and Latex/Nitrile gloves for collection personnel are not provided in this contract. As per the requisites of the ITB, Siemens Healthcare Diagnostics, Inc. has provided contact information to the MCC for a source for these expendable items.

WARRANTY

The equipment and software remain the property of the Siemens Healthcare Diagnostics, Inc. and therefore a warranty is provided on the equipment through out the term of this contract.

The construction, interpretation, and enforcement of this agreement shall be governed by the laws of the State of Alabama, and exclusive venue for any and all legal actions and/or remedies under any contracts which may be derived as a result of this contract shall be in Montgomery County, Alabama.

DISPUTE RESOLUTION

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

IN WITNESS WHEREOF, we have hereunto set our hands on days and year first above written and the signing of this agreement signifies the acceptance of the terms and conditions as specified above.

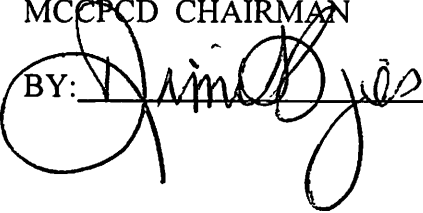
Siemens Healthcare Diagnostics, Inc.

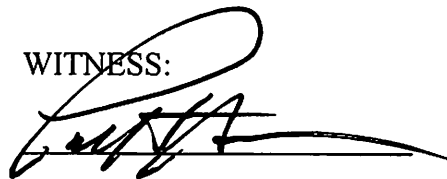
WITNESS:

BY: _____

MCCPCD CHAIRMAN

WITNESS:

BY:  _____

 _____

MONTGOMERY COUNTY COMMISSION

WITNESS:

BY: _____

TITLE: _____

Montgomery Cnty Comm. Corrections				
Solicitation Number: 57202-12B-006				
Viva E Drug Testing Analyzer with WinTOX - currently on-site				
Catalog Number	Product/Packaging	Price	Test/Kit	Cost/Test
DAT Group M				
9K309UL	Emit® II Plus Alcohol, 115 mL	\$ 408.60	600	0.681
DAT Group O				
9F029UL	Emit® II Plus Benzodiazepine, 115 mL	\$ 391.58	575	0.681
9H029UL	Emit® II Plus Cocaine Metabolite, 115 mL	\$ 404.51	594	0.681
9C309UL	Emit® II Plus Amphetamine, 115 mL	\$ 357.53	525	0.681
9E029UL	Emit® II Plus Methadone, 115 mL	\$ 391.58	575	0.681
9B309UL	Emit® II Plus Opiate, 115 mL	\$ 374.55	550	0.681
DAT Group P				
9N029UL	Emit® II Plus Cannabinoid, 115 mL	\$ 404.51	594	0.681
DAT Group V				
	28 ml - 30 mL			
9B039UL	Emit® II Plus Opiate	\$ 95.34	140	0.681
9C039UL	Emit® II Plus AMPH Assay	\$ 88.53	130	0.681
9H039UL	Emit® II Plus Cocaine	\$ 95.34	140	0.681
Syva Validity Tests				
3T519UL	Creatinine Reagent Kit - Small	\$ 80.30	360	0.216
3T899UL	Syva Specific Gravity Validity Test R small	\$ 70.40	320	\$ 0.22
3T889UL	Syva pH Validity Test R small	\$ 68.20	310	\$ 0.22
Viva - Emit II Calibrators/Controls				
Catalog Number	Product/Packaging	Price		
9K029	Calibrator Alcohol Negative	Included		
9K049	Control Alcohol, Low	Included		
9K059	Calibrator Alcohol 100	Included		
9K079	Control Alcohol, High	Included		
3T249UL	Creatinine Validity Calibrator 2	Included		
3T629UL	Syva Specific Gravity Validity Calibrator 1.020	Included		
3T619UL	Syva Specific Gravity Validity Calibrator 1.003	Included		
3T129UL	Validity Negative Calibrator/Control	Included		
17011	UTAK Control Level 2 Kit 25 mL	Included		
17012	UTAK Control Level 3 Kit 25 mL	Included		
17013	UTAK Control Level 4 Kit 25 mL	Included		
Consumables				
Catalog Number	Product/Packaging	Price		
7668	Sodium Hypochlorite Solution	Included		
5621-2	0.1 N HCL	Included		
357525	Pipette 1.5ml (500 per pak)	Included		
256923.001	Sample Cups, 1000 per pkg.	Included		

3203-063	System Solution	Included
55.525	13 x 75 Polypropylene Tubes (500 per pak)	Included



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

ORIGINAL
Agenda
MAY 14 2012

April 18, 2012

Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

RE: Position Fill Requests for Replacement

Dear Commission:

Attached to this correspondence are two position fill requests for a replacement Assistant Tag and License Supervisor and a Customer Service Clerk. These position fill requests will complete the promotional process that began with the retirement of the previous downtown tag supervisor.

As you are aware, we are already operating with a below optimal compliment of staff in the tag offices and we absolutely must replace these positions during this promotional process. We believe it is important to approve these position fill requests so that we can continue to encourage employees to seek advancement through the probate office system. This will also foster a more stable professional environment that ultimately benefits the public as we continue to provide outstanding customer service to those who visit our locations.

It is important to keep in mind that these position fill requests *do not* add employees to our roster. Rather, they are merely replacing those who have either retired or been promoted in our offices.

We ask that you approve these two position fill requests as soon as is practical. I will be available for your questions at the commission meeting. Thank you for your consideration.

Best regards,

Wells Robinson
Chief Clerk
Montgomery County Probate Court

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

COMPLETE ACTION DATES

- 1.__dept request
- 2.__admin review
- 3.__pers dept
- 4.__cert to admin
- 5.__dept selection
- 6.__final review

1. POSITION TITLE: Asst. Tag/License Supervisor

POSITION NUMBER: 750053056

PROPOSED EFFECTIVE DATE: 5/28/12

TYPE OF APPOINTMENT: x PERMANENT TEMPORARY

RECRUITING:

 x Promotional Transfer Transfer

☐ Open Competitive Register ☐ Reemployment

PAY GRADE: A05 Pay step to be based upon City and County of Montgomery
 Personal Board Rules and Regulations, Rule VI, Section 10,
 (A-Promotions)

APPOINTING AUTHORITY

Date _____

2. ADMINISTRATIVE REVIEW

APPROVED

DISAPPROVED

FUNDING AUTHORITY

Date _____

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 _____



REESE MCKINNEY, JR.
JUDGE OF PROBATE
MONTGOMERY COUNTY

ORIGINAL
Agenda
MAY 14 2012

April 18, 2012

Montgomery County Commission
101 S. Lawrence St.
Montgomery, AL 36104

RE: Position Fill Requests for Replacement

Dear Commission:

Attached to this correspondence are two position fill requests for a replacement Assistant Tag and License Supervisor and a Customer Service Clerk. These position fill requests will complete the promotional process that began with the retirement of the previous downtown tag supervisor.

As you are aware, we are already operating with a below optimal compliment of staff in the tag offices and we absolutely must replace these positions during this promotional process. We believe it is important to approve these position fill requests so that we can continue to encourage employees to seek advancement through the probate office system. This will also foster a more stable professional environment that ultimately benefits the public as we continue to provide outstanding customer service to those who visit our locations.

It is important to keep in mind that these position fill requests *do not* add employees to our roster. Rather, they are merely replacing those who have either retired or been promoted in our offices.

We ask that you approve these two position fill requests as soon as is practical. I will be available for your questions at the commission meeting. Thank you for your consideration.

Best regards,

A handwritten signature in black ink, appearing to read "Wells Robinson", with a long horizontal flourish extending to the right.

Wells Robinson
Chief Clerk
Montgomery County Probate Court

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Reese McKinney, Jr.

SUPERVISOR: Wells Robinson

COMPLETE ACTION DATES

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

1. POSITION TITLE: Customer Service Clerk

POSITION NUMBER: 750016035

PROPOSED EFFECTIVE DATE: 5/28/12

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☐ Promotional Transfer

☐ Transfer

☒ Open Competitive Register

☐ Reemployment

PAY GRADE: A03 S-1


APPOINTING AUTHORITY

Date

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

FUNDING AUTHORITY

Date

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

Agenda

MAY 14 2012

Request # 5

Date: April 30, 2012

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: August 10, 2012

Return Date: August 10, 2012

Conference Leave (Days / Hours): 8 hours

Purpose of Travel: ALTIST 2012 Annual CRE Update

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

☐
☒

Private Vehicle

Commercial Air

☐
☐

Other (Specify)

Total (est.) Cost: \$110.00

Advance Registration Required: \$110.00

Department Name: Finance Department

Fund Name: _____

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$110.00 and advance registration of \$110.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,000.00

Approved Requests: \$1,597.75

Budget Available: \$1,402.25

Current Requests: \$110.00

Budget Balance: \$1,292.25

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/30/2012

cc: Finance Director / Buyer

12-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

MAY 14 2012

Date: April 30, 2012

To: Donald L. Mims, Administrator

From: Sherrill R. Thomas, Finance Director

Re: Travel / Training Request

ST

Request approval to be granted for the following:

Destination: Pelham, AL

Departure Date: August 27, 2012

Return Date: August 27, 2012

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Latest Developments in Government & NP Accounting & Auditing

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: \$333.25

Advance Registration Required: \$250.00

Department Name: Finance Department

Fund Name: _____

Additional Comments: _____

To: Sherrill R. Thomas, Finance Director

From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$333.25 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$3,000.00

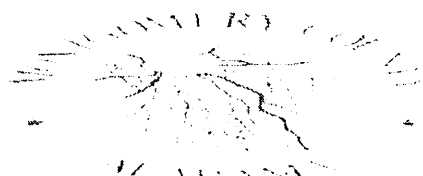
Approved Requests: \$1,597.75

Budget Available: \$1,402.25

Current Requests: \$443.25

Budget Balance: \$959.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/30/2012

cc: Finance Director / Buyer

12-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 35

Date: May 4, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montevallo, AL
Departure Date: June 10, 2012 Return Date: June 16, 2012
Conference Leave (Days / Hours): 7 days
Purpose of Travel: Explorer Academy

Traveler (s) Name: 1. Corporal Cedric Leonard 4. _____
2. 3 Explorers 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,000.00 Advance Registration Required: \$690.00

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. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,000.00 and advance registration of \$690.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$9,332.30</u>	
Budget Available:	<u>\$15,667.70</u>	
Current Requests:	<u>\$1,725.00</u>	
Budget Balance:	<u>\$13,942.70</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/4/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 36

Date: May 8, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Meridian, MS
Departure Date: July 31, 2012 Return Date: August 2, 2012
Conference Leave (Days / Hours): 3 days
Purpose of Travel: RCTA-Complex Investigations

Traveler (s) Name: 1. Sergeant Terence Crawford 4. Sergeant James Smith
2. Corporal Rick Thompson 5. _____
3. Corporal Kenneth Gordon 6. _____

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

Total (est.) Cost: \$250.00 Advance Registration Required: \$0.00

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

Additional Comments: _____

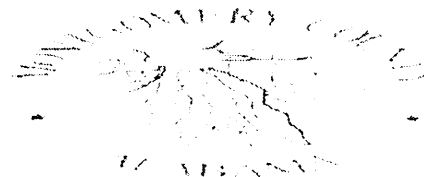
To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$250.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$9,332.30</u>	
Budget Available:	<u>\$15,667.70</u>	
Current Requests:	<u>\$1,975.00</u>	
Budget Balance:	<u>\$13,692.70</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/9/2012
cc: Finance Director / Buyer

12-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 37

Agenda

MAY 14 2012

Date: May 9, 2012
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Brunswick, GA
Departure Date: June 4, 2012 Return Date: June 8, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Court Security Training Program

Traveler (s) Name: 1. Sergeant Jorge Crawford 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$0.00

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

Additional Comments: Expenses are being paid by United States Marshals Service.
Sheriff's Office has to pay for transportation costs.

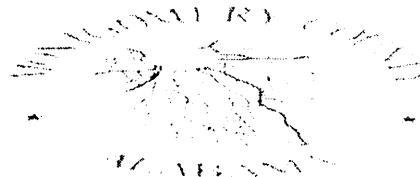
To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$9,332.30</u>	
Budget Available:	<u>\$15,667.70</u>	
Current Requests:	<u>\$2,175.00</u>	
Budget Balance:	<u>\$13,492.70</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/9/2012
cc: Finance Director / Buyer

12-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

MAY 14 2012

Date: May 8, 2012

To: Donald L. Mims, Administrator

From: Wanda J. Robinson, Director

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL

Departure Date: June 19, 2012

Return Date: June 21, 2012

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Handle with Care Instructor Re-Certification Program

Traveler (s) Name: 1. Sgt. Willie Rodgers

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: \$400.00

Department Name: Sheriff (MCDF)

Fund Name: General

Additional Comments:

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$750.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52200-265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$15,000.00

Approved Requests: \$14,076.32

Budget Available: \$923.68

Current Requests: \$750.00

Budget Balance: \$173.68

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/9/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 17

Date: April 20, 2012
To: Donald L. Mims, Administrator
From: Clay Henley Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 18, 2012 Return Date: July 20, 2012
Conference Leave (Days / Hours): 3 days
Purpose of Travel: "ALV: Management & Supervision" property tax education & certification course through Auburn University Center for Governmental Services

Traveler (s) Name: 1. Clay Henley 4. _____
2. Jennifer Cheatham 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total est. cost includes registration fee.

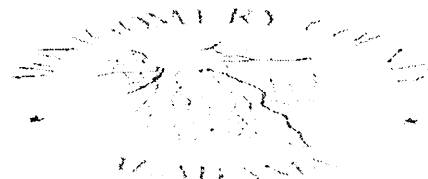
To: Clay Henley Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,500.00</u>	
Approved Requests:	<u>\$11,679.62</u>	
Budget Available:	<u>\$5,820.38</u>	
Current Requests:	<u>\$400.00</u>	
Budget Balance:	<u>\$5,420.38</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/24/2012

cc: Finance Director / Buyer

12-7

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

MAY 14 2012

Date: April 20, 2012
To: Donald L. Mims, Administrator
From: Clay Henley Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: June 4, 2012 Return Date: June 8, 2012
Conference Leave (Days / Hours): 5 days
Purpose of Travel: "Personal Property Audits" property tax education & certification course
through Auburn University Center for Governmental Services

Traveler (s) Name: 1. Clay Henley 4. _____
2. Diane Jones 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total est. cost includes registration fee.

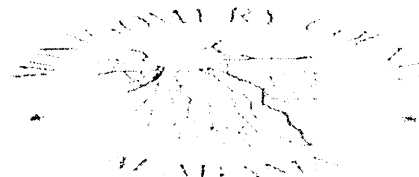
To: Clay Henley Chief Appraiser
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$450.00 and advance registration of \$450.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,500.00</u>	
Approved Requests:	<u>\$11,679.62</u>	
Budget Available:	<u>\$5,820.38</u>	
Current Requests:	<u>\$850.00</u>	
Budget Balance:	<u>\$4,970.38</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 4/24/2012
cc: Finance Director / Buyer

12-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 19

Date: April 20, 2012
To: Donald L. Mims, Administrator
From: Clay Henley Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: July 11, 2012 Return Date: July 13, 2012

Conference Leave (Days / Hours): 3 days

Purpose of Travel: "Abatemets: An In-Depth Look At Obstacles" property tax education & certification course through Auburn University Center for Governmental Services

Traveler (s) Name: 1. Pam Burrell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Total est. cost includes registration fee.

To: Clay Henley Chief Appraiser

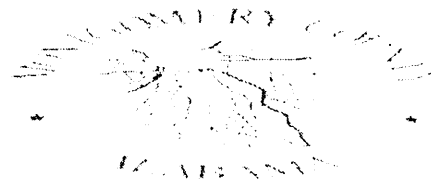
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,500.00</u>	
Approved Requests:	<u>\$11,679.62</u>	
Budget Available:	<u>\$5,820.38</u>	
Current Requests:	<u>\$1,050.00</u>	
Budget Balance:	<u>\$4,770.38</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/24/2012

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 22

Date: May 1, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Fairhope, AL
Departure Date: July 10, 2012 Return Date: July 13, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: Anti-Bullying Summit

Traveler (s) Name: 1. Sandra Edwards 4. _____
2. Tim Tyler 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,960.00 Advance Registration Required: \$400.00

Department Name: District Attorney Fund Name: 762-51264-265

Additional Comments: _____

To: Ellen Brooks

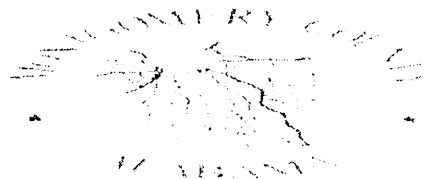
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,960.00 and advance registration of \$400.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>762-51264.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$6,000.00</u>	
Current Requests:	<u>\$1,960.00</u>	
Budget Balance:	<u>\$4,040.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/1/2012

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 23

Date: May 1, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 26, 2012 Return Date: June 29, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2012 Summer 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: \$1,411.00 Advance Registration Required: \$375.00

Department Name: District Attorney Fund Name: 001-51261-265

Additional Comments: Ms Brooks Would Like the Option of Using Either Vehicle

To: Ellen Brooks

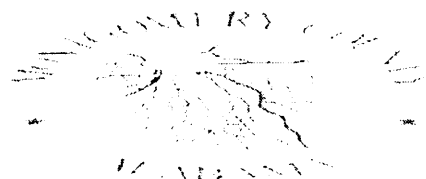
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$1,411.00 and advance registration of \$375.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51261.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$2,000.00</u>	
Approved Requests:	<u>\$378.90</u>	
Budget Available:	<u>\$1,621.10</u>	
Current Requests:	<u>\$1,411.00</u>	
Budget Balance:	<u>\$210.10</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/1/2012

cc: Finance Director / Buyer

12-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 24

Date: May 1, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 26, 2012 Return Date: June 29, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2012 Summer Conference

Traveler (s) Name: 1. Tim Tyler 4. Seth Gowan
2. Anthony Michel 5. Wes Shaw
3. Katie Langer 6. Michele Smith

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

Total (est.) Cost: \$8,446.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

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

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$8,446.00 and advance registration of \$2,250.00 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>\$4,257.80</u>	
Budget Available:	<u>\$40,742.20</u>	
Current Requests:	<u>\$8,446.00</u>	
Budget Balance:	<u>\$32,296.20</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 5/1/2012
cc: Finance Director / Buyer

12-12

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 25

Date: May 1, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 26, 2012 Return Date: June 29, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2012 Summer Conference

Traveler (s) Name: 1. Daryl Bailey 4. Jerry Bloodsworth
2. Laura Culberson 5. Sean McTear
3. Lakeita Rox 6. Sheena Allen

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

Total (est.) Cost: \$8,446.00 Advance Registration Required: \$2,250.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$8,446.00 and advance registration of \$2,250.00 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>\$4,257.80</u>	
Budget Available:	<u>\$40,742.20</u>	
Current Requests:	<u>\$16,892.00</u>	
Budget Balance:	<u>\$23,850.20</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/1/2012

cc: Finance Director / Buyer

12-13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAY 14 2012

Request # 26

Date: May 7, 2012
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: June 26, 2012 Return Date: June 29, 2012
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: ADAA 2012 Summer Conference

Traveler (s) Name: 1. Frank Vickery 4. Vicki Brown
2. James Eubank 5. Cameron McEwen
3. Azzie Taylor 6. _____

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

Total (est.) Cost: \$6,680.00 Advance Registration Required: \$1,500.00

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

Additional Comments: _____

To: Ellen Brooks

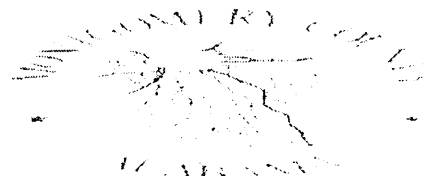
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$6,680.00 and advance registration of \$1,500.00 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>\$4,257.80</u>	
Budget Available:	<u>\$40,742.20</u>	
Current Requests:	<u>\$23,572.00</u>	
Budget Balance:	<u>\$17,170.20</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/7/2012

cc: Finance Director / Buyer

12-14

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 27

Agenda

MAY 14 2012

Date: May 7, 2012

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: June 26, 2012

Return Date: June 29, 2012

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: ADAA 2012 Summer Conference

Traveler (s) Name: 1. Carrie Gray 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Private Vehicle

Commercial Air

☐
☐

Other (Specify)

Total (est.) Cost: \$1,036.00

Advance Registration Required: \$0.00

Department Name: District Attorney

Fund Name: 760-51260-292

Additional Comments: VAWA Grant: Speaker at Conference

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the approximate amount of \$1,036.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.292 (ex: 000-00000-000)

Description: Grant Expense

Current Budget: \$225,000.00

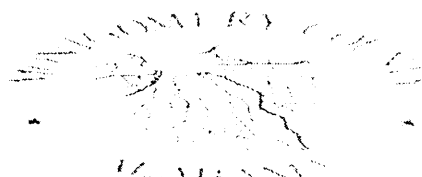
Approved Requests: \$127,015.24

Budget Available: \$97,984.76

Current Requests: \$1,036.00

Budget Balance: \$96,948.76

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/7/2012

cc: Finance Director / Buyer

12-15

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAY 14 2012

Date: May 2, 2012

To: Donald L. Mims, Administrator

From: Janet Buskey, Revenue Comm

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: June 17, 2012 Return Date: June 20, 2012

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: Association of AL Tax Administrators 2012 Summer Conference

Traveler (s) Name: 1. Janet Buskey 4. _____
2. Allyson Holland 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,861.88 Advance Registration Required: \$700.00

Department Name: Revenue Commission Fund Name: Manufactured Home Trust

Additional Comments: Total Est. Cost Includes Registration, Lodging, Meals , & Mileage

To: Janet Buskey, Revenue Comm

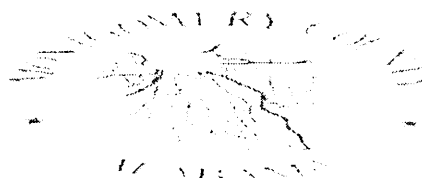
From: Donald L. Mims, Administrator

The above request is app. 05/14/12 reimbursement of actual and necessary expenses in the
approximate amount of \$3,861.88 and advance registration of \$700.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>781-51501.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$6,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$6,000.00</u>	
Current Requests:	<u>\$3,861.88</u>	
Budget Balance:	<u>\$2,138.12</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 5/3/2012

cc: Finance Director / Buyer

12-16

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

MAY 14 2012

May 10, 2012

MEMORANDUM

To: Montgomery County Commission

From: Donald L. Mims *DLM*
County Administrator

Subject: Lister Hill Property

During the April 23, 2012 County Commission meeting, the Commission carried over to the next meeting the donation of the Lister Hill property to the Montgomery Housing Authority.

During discussion of the issue, several questions were raised, which are addressed as follows:

1. What did the County pay for the property? According to the Warranty Deed, the City and the County paid a total of \$38,070 in December 1965.
2. What is the value of the property? Chief Appraiser Clay Henley provided a current market value of \$91,750. This value reflects only the land value as though vacant.
3. Who is paying for the insurance on the building? The City of Montgomery is currently paying all expenses associated with the property.
4. Did the City of Montgomery issue a letter passing the property to the Montgomery Housing Authority? The City of Montgomery has not issued such a letter, but is considering the donation during the City Council meeting on Tuesday, May 15, 2012.

Should the City request that the County reimburse them for one-half of the expenses associated with maintaining the property, I believe this cost should be paid by the Montgomery Housing Authority.

Should you have any questions regarding this matter, please contact me at 850-9131.

DLM/tn

STATUTORY WARRANTY DEED

STATE OF ALABAMA)
MONTGOMERY COUNTY)

This Deed made and entered into on this the ____ day of _____, 2012, by and between the MONTGOMERY COUNTY COMMISSION and the CITY OF MONTGOMERY, an Alabama municipal corporation (hereinafter collectively referred to as "GRANTORS") and THE HOUSING AUTHORITY OF THE CITY OF MONTGOMERY, Montgomery County, Alabama), (hereinafter referred to as "GRANTEE"),

WITNESSETH:

WHEREAS, The Housing Authority of the City of Montgomery, Alabama, heretofore on December 19, 1965, conveyed by warranty deed recorded in deed book 600, at page 324, in the Office of Probate Judge of Montgomery County, Alabama, conveyed hereinafter described real estate to the City of Montgomery and the Montgomery County Board of Revenue; and

WHEREAS, the City Council of the City of Montgomery, Alabama, by an ordinance duly, properly and legally made and passed on the ____ day of May, 2012, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or municipal purposes and directing Todd Strange, its Mayor, to make title thereto, which Ordinance has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made after publication of said Ordinance, the hereinafter described real estate was to be conveyed to GRANTEE, and

WHEREAS, the Montgomery County Commission, as successor to the Montgomery County Board of Revenue, by a resolution duly, properly and legally made and passed on the ____ day of _____, 2012, and entered on its minutes directing the disposal and declaring the hereinafter described real property as surplus and not needed for public or governmental purposes and directing its Chairman of the Commission to make title thereto, which resolution has been duly and legally advertised in accordance to the laws and statutes of the State of Alabama, and no objection having been made after publication of said resolution, the hereinafter described real estate was to be conveyed to GRANTEE, AND

WHEREAS, GRANTORS are now desirous of having the title to the hereinafter described real estate conveyed to GRANTEE in accordance with the terms and conditions of the above referred to resolution and ordinance.

NOW, THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration in hand paid by Grantee, The Housing Authority of the City of Montgomery, to Grantors, the undersigned, City of Montgomery, and the Montgomery County Commission have bargained and sold and by these presences do hereby grant, bargain, sell, transfer and convey unto Grantee, The Housing Authority of the City of Montgomery, its successors and assigns, the

following described tract or parcel of land located in the City and County of Montgomery, Alabama:

Commercial Lots "N", "O", and "P" according to Plat No. 3 of the Houston Hill Redevelopment Project ALA R-10, as recorded in Plat Book 18, Page 16, Office of the Judge of Probate, Montgomery County, Alabama.

Parcel #: 10-03-07-04-032-003.000

Address: 1000 Adams Avenue

TO HAVE AND TO HOLD to the said GRANTEE in fee simple and to its successors and assigns forever.

IN WITNESS WHEREOF, the said GRANTOR City of Montgomery has caused its name to be affixed hereto by Todd Strange, its Mayor, hereto by GRANTOR Montgomery County Commission by who is authorized, and has caused the same to be attested by Brenda Gale Blalock, its City Clerk, and its corporate seal affixed and GRANTOR Montgomery County Commission has caused its name to be affixed hereby by Elton N. Dean, Sr., its Chairman, who is authorized, and has caused its corporate seal to be affixed on this the ____ day of _____, 2012.

MONTGOMERY COUNTY COMMISSION

By: _____
Name: Elton N. Dean, Sr.
Its: Chairman

THE STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Elton N. Dean, Sr., whose name as Chairman of the Montgomery County Commission is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of the Montgomery County Commission.

Given under my hand this the ____ day of _____, 2012.

SEAL

NOTARY PUBLIC

(CONT'D SIGNATURE PAGE TO FOLLOW)

CITY OF MONTGOMERY

By: _____
Name: Todd Strange
By Its: Mayor

Attest:

By: _____
Name: Brenda Gale Blalock
Its: City Clerk

THE STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, _____, a Notary Public in and for said County, in said State, hereby certify that Todd Strange and Brenda Gale Blalock, whose names as Mayor and City Clerk, respectively of the City of Montgomery, Alabama, are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Montgomery, an Alabama municipal corporation.

Given under my hand this the ____ day of ____, 2012.

SEAL

NOTARY PUBLIC