

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568

November 26, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the December 1, 2014
Montgomery County Commission Regular Meeting

We will begin our Information Session on Monday, December 1, 2014, at 8:00 a.m. The Formal Session will begin at 9:30 a.m.

Enclosed in your packet is a copy of the Unappropriated Balances for the Commissioners' In-House Miscellaneous Appropriations.

At our November 3, 2014 County Commission meeting, you authorized for me to proceed with drafting a Purchase and Sale Agreement with Christina Pirtle regarding 1.2 acres of land adjacent to the Snowdown County Park. Dr. Pirtle has requested that he be allowed to remove a mobile home from the property before executing a Purchase and Sale Agreement. After the mobile home is removed, I will present to you the draft Purchase and Sale Agreement.

1-1 County Commission Information Session Schedule for December 1, 2014

Waived Rules Items to Consider for December 1, 2014

Consider Budget Change Requests (2)

- 2-1 District Attorney's Office – Request Number 1
- 2-2 Probate Judge's Office – Request Number 3
- 3-1 Consider Resolution to Honor Montgomery Catholic Preparatory School Track Star Amaris Tyynismaa and her Coach John Terino, County Commission
- 4-1 Consider Resolution Authorizing County Commission Chairman to Execute an Agreement with the State of Alabama that will enable the Metropolitan Transportation Planning Process for the Montgomery Urbanized Area to Continue, County Commission

- 5-1 Consider Board Member Appointment to the Montgomery County Public Building Authority, County Commission
- 6-1 Consider Two Options at no cost to the County to the Bid Award for Emergency Medical Treatment and Transportation, Sheriff's Office
- 7-1 Consider Bid Award for Christmas Luncheons, Bid No. 51110-15B-010, County Commission
- 8-1 Consider Bid Award for Moving Probate South Office, Bid No. 51100-15B-011, County Commission

Items to Consider for December 15, 2014 Agenda

- 9-1 Consider Contract for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties, Youth Facility
- 10-1 Consider Change Order Request to the Agreement with Stallings & Sons, Inc., regarding Alterations to Third Floor Montgomery County Courthouse Annex III for the Probate Judge's Office, County Commission
- 11-1 Consider Grant Application to the Alabama Department of Economic and Community Affairs for Equipment Purchases, District Attorney's Office
- 12-1 Consider Policy on Public Notice Regarding Blanket Conditions of County Road and Bridges, County Commission
- 13-1 Consider Funding 40% of Total Engineering Cost, not to exceed \$22,000, for Traffic Signal Installation on Hyundai Boulevard to Benefit Project Clover-Glovis, County Commission
- 14-1 Consider Irregular One-Step Increase for Three Buyer Positions, Support Services
- 15-1 Consider Payment of Legal Fees in the amount of \$2,998.50 to Balch & Bingham, LLP regarding Economic Development Incentives for Stivers Ford Lincoln, Inc., County Commission

Personnel Actions

- 16-1 **New Requests:** Copies of Position Fill Requests – Youth Facility (2)
 - (1) Juvenile Detention Officer, Relief, Position Number 910300001
 - (2) Juvenile Detention Officer, Relief, Position Number 910300002

17-1 New Requests: Copies of Position Fill Requests – Detention Facility (4)

- (1) Corrections Officer Trainee/Corrections Officer, Position Number 114
- (2) Corrections Officer Trainee/Corrections Officer, Position Number 214
- (3) Corrections Officer Trainee/Corrections Officer, Position Number 221
- (4) Corrections Officer Trainee/Corrections Officer, Position Number 225

18-1 New Request: Copy of Position Fill Request for Customer Service Clerk, Position Number 750016003, Probate Judge's Office

General Information

- 19-1 Copy of Memorandum from Chief Deputy Derrick Cunningham requesting Funding in the amount of \$70,000 for Body and In-Motion Cameras for the Sheriff's Office
- 20-1 Copy of Information regarding Coast2Coast Free Discount Prescription Card Savings for Residents of Montgomery County
- 21-1 Copy of Letter from Planning Director Katherine E. Ennis with Central Alabama Regional Planning and Development Commission requesting that the Commission appoint one Commissioner to serve as a voting member on the Rural Planning Organization (RPO) Policy Committee
- 22-1 Copies of Letters regarding the Acquisition of Merchant Capital, LLC by Stifel, Nicolaus & Company
- 23-1 Copy of Schedule of Upcoming Bids/Contract Renewals
- 24-1 Copies of Detailed Accounts Payables, paid 11/14/14, 11/21/14 and 11/26/14; subject to the County Commission approval

Additional Information – No Attachments

The following employee has submitted a Notice of Application for Retirement Allowance:

- Tinette Barr, Confidential Secretary, Sheriff's Office (**14 years, 11 months**), effective January 1, 2015

If you have any questions, please contact me.

DLM/tn

COUNTY COMMISSION INFORMATION SESSION SCHEDULE
FOR
DECEMBER 1, 2014

- 8:00 a.m. Prayer led by Commissioner Williams
- 8:05 a.m. Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:15 a.m. Juvenile Court Administrator Bruce R. Howell – Presentation regarding Contract for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties (**Future Agenda Item 9-1**) and Position Fill Requests for Two Juvenile Detention Officers, Relief, Position Numbers 910300001 and 910300002 (**Personnel Actions Item 16-1**)
- 8:30 a.m. Chief Deputy Derrick Cunningham – Presentation regarding Two Options at no cost to the County to the Bid Award for Emergency Medical Treatment and Transportation (**Waived Rules Item 6-1**), Position Fill Requests for Four Corrections Officer Trainee/Corrections Officers, Position Numbers 114, 214, 221 and 225 (**Personnel Actions Item 17-1**) and Request for Funding in the amount of \$70,000 for Body and In-Motion Cameras for the Sheriff's Office (**General Information Item 19-1**)
- 8:45 a.m. President Mike Rutland, Senior Vice President Tim Holmes and Architect Jeff Cahill with JMR+H Architecture, PC – Presentation regarding Change Order Request to the Agreement with Stallings & Sons, Inc., regarding Alterations to Third Floor Montgomery County Courthouse Annex III for the Probate Judge's Office (**Future Agenda Item 10-1**)
- 9:00 a.m. Chief Information and Technology Officer Lou Ialacci – Briefing regarding Information Systems Operations
- 9:10 a.m. County Engineer George Speake – Briefing regarding Engineering Operations, Resolution Authorizing County Commission Chairman to Execute an Agreement with the State of Alabama that will enable the Metropolitan Transportation Planning Process for the Montgomery Urbanized Area to Continue (**Waived Rules Item 4-1**) and Policy on Public Notice Regarding Blanket Conditions of County Road and Bridges (**Future Agenda Item 12-1**)
- 9:20 a.m. Director of Risk Management Scott Kramer – Presentation regarding Coast2Coast Free Discount Prescription Card Savings for Residents of Montgomery County (**General Information Item 20-1**)
- 9:30 a.m. Formal Session of County Commission
- 10:00 a.m. Adjourn

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
 REQUEST NUMBER 1

DEPARTMENT:	District Attorney	REVIEWED:	S. Thomas	
DATE:	11/25/2014	Finance Director		Date
REQUESTED BY:	Daryl D. Bailey	APPROVED:		Date
Elected Official/Dept. Head		Administrator		

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Office Equipment & Furniture	760-51260-540	150,000	(150,000)	0
Software	760-51260-586	300,000	(50,000)	250,000
Grant/Office of Prosecution Exp	760-51260-292	175,000	(75,000)	100,000
Equip/Furn under capital asset thresh	760-51260-400	0	275,000	275,000
TOTAL		625,000	0	625,000

JUSTIFICATION:

To realign budget categories for equipment/furniture expenditures.

2-1

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	JUDGE OF PROBATE	REVIEWED: S. Thomas	11/24/2014
		Finance Director	Date
REQUESTED BY:	JUDGE STEVEN L. REED	APPROVED:	
Elected Official/Dept. Head	Date	Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
TITLING TECH FUND/MOTOR VEHICLE				
Office/Equipment purchases	786-51375-400	10,000	5,533	15,533
Fund Balance	786-35900		-5,533	
TOTAL		10,000	0	10,000

JUSTIFICATION:

To carry forward prior year fund balance to be used for the improvement of the equipment and operations in the office of the licensing official charged with motor vehicle and titling, and shall be in addition to the amount budgeted for office of the official. Per Section 32-7A-12 (f).



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832-1270

MEMORANDUM

November 25, 2014

TO: Montgomery County Commission

FROM: DiDi Henry
 Public Affairs Director

SUBJECT: Waive Rules Request for Resolution

Commissioner Walker has requested that a resolution be presented during the December 1st meeting to honor Montgomery Catholic Preparatory School track star Amaris Tynismaa. On November 9th, she broke a national track and field record and is now recognized as *the fastest eighth grade runner in the United States*. Therefore, I am requesting that the Commission waive rules, so that we may present the resolutions to Miss Tynismaa and her coach, Mr. John Terino during Monday's meeting.

Thank you.

Montgomery County Commission

A County Older Than The State



*Established 1816
Montgomery, Alabama*

Resolution

WHEREAS, on Saturday, November 8, 2014, Amaris Tyynismaa, a cross country runner at Montgomery Catholic Preparatory School broke the Alabama High School Athletic Association (AHSAA) cross country record and is now officially the fastest 8th grader in the United States; and

WHEREAS, Miss Tyynismaa completed the 5K (3.1 mile) race in 17:04 to break the girls' course record set by former McGill-Toolen star Carmen Carlos; and

WHEREAS, the Montgomery County Commission also wishes to acknowledge her coach, John Terino for his guidance and the entire support staff at Montgomery Catholic School for assisting her in this monumental achievement; and

WHEREAS, the Commission wishes her the best of luck going forward in a career that has already seen remarkable achievements, and honors her for her humility, her incredible talent, her scholastic achievements as a straight A student, and for the way she has so gracefully represented her school during her outstanding young career;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission hereby congratulates Amaris Tyynismaa for being recognized as the fastest eighth grade runner in the United States, and commends the efforts of her coach, John Terino; Principal Anne Ceasar; and the entire Montgomery Catholic Preparatory School community for providing a strong and positive foundation for success.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 1st day of December, 2014.

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
P.O. BOX 667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

November 21, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
11/21/2014

SUBJECT: Metropolitan Planning Organization (MPO)
Resolution Concerning a Transportation Planning Process
for the Montgomery Urbanized Area

Please place the attached resolution on the agenda for the next regular meeting of the Montgomery County Commission for their adoption and approval. Robert Smith, Director of Planning and MPO for the City of Montgomery, has requested this resolution in order to comply with requirements of the Alabama Department of Transportation (ALDOT) concerning the MPO.

If approved please have the attached resolution signed, attested, County seal affixed, and the original document returned to our office.

GCS/gcs

Attachment

cc: File

MONTGOMERY COUNTY COMMISSION RESOLUTION

WHEREAS, an area encompassing Montgomery County has been designated as a portion of the Montgomery Urbanized Area by the United States Department of Commerce Bureau of the Census and is a portion of the Transportation Study Area for the purpose of participating in the Montgomery Metropolitan Planning Organization (MPO); and

WHEREAS, 23 U. S. C. 134 and 49 U. S. C. 1604 (e) and 1607 (a) and (c) require that each urbanized area, as a condition to receive Federal funding assistance, have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the "3-C" Process); and

WHEREAS, a Metropolitan Planning Organization (MPO) is responsible, together with the state, for overseeing and directing the 3-C transportation planning process in the Montgomery Urbanized Area and Transportation Study Area; and

WHEREAS, the Chairman of the Montgomery County Commission is a current voting member of the Montgomery MPO and the Montgomery MPO has approved of a new voting structure that includes the Vice Chairman of the Montgomery County Commission being a voting member, and the County of Montgomery has two (2) representatives on the Transportation Technical Coordinating Committee and the Transportation Citizens Advisory Committee which advise the MPO on all transportation matters related to planning, programming and implementation of transportation plans, programs, projects and policies:

NOW, THEREFORE, be it resolved by the Montgomery County Commission that the County Commission Chairman be authorized to execute, and the Montgomery County Administrator be authorized to attest to a new Agreement Concerning a Transportation Planning Process for the Montgomery Urbanized Area between the counties of Montgomery, Elmore, Autauga and the municipalities of Montgomery, Prattville, Millbrook, Coosada, Deatsville, Elmore, Pike Road and Wetumpka and the Central Alabama Regional Planning and Development Commission and the State of Alabama that will enable the Metropolitan Transportation Planning MPO Process for the Montgomery Area to continue with new voting members.

Chairman, Montgomery County Commission, Alabama

Date: _____

ATTEST:

County Administrator, Montgomery County, Alabama

Tammy Nix

From: Smith, Robert <rsmith@montgomeryal.gov>
Sent: Tuesday, November 25, 2014 4:02 PM
To: Donald Mims; Dan Harris; danharr420@charter.net
Cc: George Speake; James Kelley
Subject: RE: MCC Resolution re MPO
Attachments: Montgomery County_MPO Agreement Resolution_112514.doc

Donnie:

I have revised the MPO agreement resolution for your county commission meeting on Monday. I added the following language:

"WHEREAS, the Chairman of the Montgomery County Commission is a current voting member of the Montgomery MPO and the Montgomery MPO has approved of a new voting structure that includes the Vice Chairman of the Montgomery County Commission being a voting member, and the County of Montgomery has two (2) representatives on the Transportation Technical Coordinating Committee and the Transportation Citizens Advisory Committee which advise the MPO on all transportation matters related to planning, programming and implementation of transportation projects and policies:"

I also revised the last paragraph.

See attached.

Robert Smith
Director of Planning & MPO
City of Montgomery/Montgomery MPO
25 Washington Ave 4th Floor
Montgomery, AL 36104
Phone: 334-625-2218
Email: rsmith@montgomeryal.gov

From: Donald Mims [<mailto:DonaldMims@mc-ala.org>]
Sent: Tuesday, November 25, 2014 11:47 AM
To: Dan Harris; danharr420@charter.net
Cc: George Speake; James Kelley; Smith, Robert
Subject: MCC Resolution re MPO

Vice Chairman Harris,

As requested, attached is the revised Montgomery County Commission Resolution regarding the MPO. Following is the revised wording: "WHEREAS, the Chairman and Vice Chairman of the Montgomery County Commission are voting members of the MPO".

After drafting the revised resolution, George Speake called me and mentioned that currently only Chairman Dean is a voting member of the MPO and that after the original resolution is adopted (which approves the Agreement) you then become a member of the MPO. If this is the case, then I believe the original resolution is what should be presented to the County Commission.

Please call me at 850-9131 to discuss.

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE MONTGOMERY URBANIZED AREA
BETWEEN
THE COUNTIES OF
MONTGOMERY
AUTAUGA
ELMORE
AND THE
MUNICIPALITIES OF MONTGOMERY, PRATTVILLE,
MILLBROOK, COOSADA, DEATSVILLE, ELMORE, PIKE ROAD
AND WETUMPKA
AND THE
CENTRAL ALABAMA REGIONAL PLANNING AND
DEVELOPMENT COMMISSION
AND THE
STATE OF ALABAMA**

Sec. 1-1

An agreement concerning a Metropolitan Transportation Planning Process for the Montgomery Urbanized Area between the Counties of Montgomery, Autauga, and Elmore, hereinafter referred to as COUNTIES;

the municipalities of Montgomery, Prattville, Millbrook, Coosada, Deatsville, Elmore, Pike Road, and Wetumpka;

hereinafter referred to as CITIES and TOWNS;

the Central Alabama Regional Planning and Development Commission,

hereinafter referred to as COMMISSION; and

the State of Alabama (acting by and through the Alabama Department of Transportation),

hereinafter referred to as STATE.

Sec. 1- 2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 of Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on July 6, 2012, new regulations concerning metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this agreement resolve to support a continuing process for the Montgomery urbanized area, hereinafter referred to as the "3C PROCESS;" and
- (b) FURTHERMORE, it is understood by the parties to this agreement that an unwillingness to participate in the "3C PROCESS" may result in the Secretary of Transportation refusing to approve Federal-aid funds for surface transportation within the Montgomery urbanized area.
- (c) IT IS agreed and further understood by the parties of this agreement that by execution of this agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Montgomery urbanized area:

- | | | |
|------|---|---------|
| (1) | Chairman, Montgomery County Commission | 1 Vote |
| (2) | Vice Chairman, Montgomery County Commission | 1 Vote |
| (3) | Chairman, Autauga County Commission | 1 Vote |
| (4) | Chairman, Elmore County Commission | 1 Vote |
| (5) | Mayor, City of Montgomery | 1 Vote |
| (6) | Four members of the Montgomery City Council | 4 Votes |
| (7) | Mayor, City of Prattville | 1 Vote |
| (8) | Mayor, City of Millbrook | 1 Vote |
| (9) | Mayor, Town of Coosada | 1 Vote |
| (10) | Mayor, Town of Deatsville | 1 Vote |
| (11) | Mayor, Town of Elmore | 1 Vote |

- | | | |
|------|--|--------|
| (12) | Mayor, Town of Pike Road | 1 Vote |
| (13) | Mayor, City of Wetumpka | 1 Vote |
| (14) | Southeast Regional Engineer, Alabama
Department of Transportation | 1 Vote |
| (15) | Transportation Planning Engineer, Alabama Department
of Transportation (non-voting) | |
| (16) | General Manager, The Montgomery Transit System
(non-voting) | |
| (17) | Director, Autauga County Rural Transportation
(non-voting) | |
| (18) | Chairman, City of Montgomery, Planning Commission,
(non-voting) | |
| (19) | Director of Planning, Programming and Transportation,
City of Montgomery (non-voting) | |
| (20) | Executive Director, Central Alabama Regional Planning
and Development Commission (non-voting) | |
| (21) | Division Administrator, Federal Highway Administration
(non-voting) | |
| (22) | Community Planner, Federal Transit Administration
(non-voting) | |

SHARE OF LOCAL MATCH BY PERCENT POPULATION OF CURRENT MPA			
County	2010 U.S. Census Population	% of Population of the MPA	Share of Local Match**
Autauga County	11,995	3.6%	\$4,170
Elmore County	32,438	9.90%	\$11,278
Montgomery County	13,196	4.03%	\$4,588
Town of Coosada	1,224	0.37%	\$426
Town of Deatsville	1,154	0.35%	\$401
Town of Elmore	1,262	0.39%	\$439
City of Millbrook*	14,640	4.47%	\$5,090
City of Montgomery	205,764	62.82%	\$71,541
Town of Pike Road	5,406	1.65%	\$1,880
City of Prattville*	33,960	10.37%	\$11,807
City of Wetumpka	6,528	1.99%	\$2,270
TOTAL	327,567	100.00%	\$113,890
*The population in the City of Millbrook of both Autauga County and Elmore County. The population in Autauga County is 144, and the total population in Elmore County is 13,806. The population in the City of Prattville of both Autauga County and Elmore County. The population in Autauga County is 30,348, and the total population in Elmore County is 1,752.			
** Share of local Match will be determined at the beginning of the fiscal year based upon the total planning budget and the local share. Total population of the MPA and the percent of MPA population will remain the same until the year 2020 U. S. Census.			

- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate.
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec.1-4

- (a) The responsibilities of the MPO will be as follows:
- (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws.
 - (2) Appoint members to the Transportation Technical and Citizens' Advisory Committees.
 - (3) Take official action on Transportation Technical and Citizens' Advisory Committees' recommendations and other matters pertaining to furthering the planning process.
 - (4) Set the transportation study area and Federal-aid urban area boundaries.
 - (5) Adopt transportation goals and objectives to guide the Montgomery urbanized area metropolitan planning process.
 - (6) Endorse the Unified Planning Work Program (UPWP), which documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds for Moving Ahead for Progress in the 21st Century Act (MAP-21).
 - (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations.
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Transportation Technical

Advisory Committee, to be appointed by the MPO, will have the following responsibilities:

- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Transportation Citizens' Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the City of Montgomery accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.
- (b) IT IS further agreed that the City of Montgomery accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. Chapter 53.

(c) IT IS further agreed that the City of Montgomery will have the following duties and responsibilities:

- (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP.
- (2) Arrange meetings, set agenda, and serve as Secretary for the MPO, the Transportation Citizens' Advisory Committee, and the Transportation Technical Advisory Committee.
- (3) Coordinate the development of the documents and material necessary for the MPO endorsements.
- (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification.
- (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

(a) IT IS further agreed that the STATE will have the following responsibilities:

- (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines.
- (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this agreement that the COMMISSION performs the functions required by the Office of Management and Budget 2 CFR Chapter 1, Chapter 11, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).
- (b) IT IS envisioned that the membership of the MPO, as set by this agreement, and the Board of Directors of the COMMISSION will continually overlap to insure coordination of the "3C PROCESS" and regional plans.
- (c) IT IS further envisioned that the Executive Director of the COMMISSION, as a non-voting member of the MPO, will review proposed programs and projects of the "3C PROCESS" and comment on their relationship to regional planning.
- (d) IT IS agreed that the base data, statistics, and projections developed by the COMMISSION for regional comprehensive planning will be available to the City of Montgomery for determining socio-economic and land use data within the Montgomery metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the agreement between the Counties of Montgomery, Autauga, and Elmore, the municipalities of Montgomery, Prattville, Millbrook, Coosada, and Wetumpka, the Central Alabama Regional Planning and Development Commission, and the State of the Alabama Department of Transportation concerning a Transportation Planning Process for the Montgomery urbanized area, entered into on the 3rd day of March 1995, is hereby made null and void.
- (b) IT IS agreed that this agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination

date. Such notice will be provided by registered mail and the termination date will be determined as that date sixty (60) days from date of delivery.

- (c) IT IS further agreed that this agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTIES, the CITIES, the TOWNS, and the COMMISSION, by letter within thirty (30) days after assuming office that this agreement has been discontinued.
- (d) Nothing shall be construed under the terms of this agreement by the COUNTIES, the CITIES, the TOWNS, and the COMMISSION, or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).
- (e) The COUNTIES, the CITIES, the TOWNS, and the COMMISSION will be responsible at all times for the maintenance of all of the work performed under this agreement and especially, the COUNTIES, the CITIES, the TOWNS, and the COMMISSION will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each from and against any and all actions, damages, claims, losses, liabilities, attorneys' fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this agreement and from and against those at anytime arising out of or connected with performed work.
- (f) By entering into this agreement, the COUNTIES, the CITIES, the TOWNS, and the COMMISSION are not agents of the STATE, its officers, employees, agents

or assigns. The COUNTIES, the CITIES, the TOWNS, and the COMMISSION are independent entities from the STATE and nothing in this agreement creates an agency relationship between the parties.

- (g) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama and countersigned by the Secretary of State.

ATTEST:

COUNTY OF MONTGOMERY

Clerk

Chairman

ATTEST:

COUNTY OF AUTAUGA

Clerk

Chairman

ATTEST:

COUNTY OF ELMORE

Clerk

Mayor

ATTEST:

CITY OF MONTGOMERY

Clerk

Mayor

ATTEST:

CITY OF PRATTVILLE

Clerk

Mayor

ATTEST:

CITY OF MILLBROOK

Clerk

Mayor

ATTEST:

TOWN OF COOSADA

Clerk

Mayor

ATTEST:

TOWN OF DEATSVILLE

Clerk

Mayor

ATTEST:

Clerk

TOWN OF ELMORE

Mayor

ATTEST:

Clerk

TOWN OF PIKE ROAD

Mayor

ATTEST:

Clerk

CITY OF WETUMPKA

Mayor

ATTEST:

Secretary

SOUTHEAST REGION

Regional Engineer

ATTEST:

Clerk

CENTRAL ALABAMA REGIONAL
PLANNING AND DEVELOPMENT
COMMISSION

Chairman

APPROVED AS TO FORM

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:

Multimodal Transportation Engineer,
Robert J. Jilla

Chief Engineer, Ronald L. Baldwin, P. E.

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

Transportation Director, John R. Cooper

The foregoing agreement is hereby executed in the name of the State of Alabama and signed by the Governor on this ____ day of _____, 20 ____.

GOVERNOR OF ALABAMA, ROBERT BENTLEY

Donald Mims

From: Smith, Robert [rsmith@montgomeryal.gov]
Sent: Wednesday, November 05, 2014 4:46 PM
To: Bill Gillespie; Calhoun, CC; Jinright, Charles; clayton.edgar@ssainc.com; Elton N. Dean, Sr.; 'Greg Clark'; Gordon Stone (gspikeroad@aol.com); 'mayor@cityofwetumpka.com'; 'Kelvin Miller'; Steven Graben (grabens@dot.state.al.us); 'Mark.Bartlett@fhwa.dot.gov'; 'Linda Lewis'; Mayor (mayor@townofelmore.com); Strange, Todd; David Bowen (d.bowen@elmoreco.org); Carl Johnson (vljohnson@peoplepc.com); Carl Johnson (vljohnson@peoplepc.com); Anita Weaver (anita.weaver@cityofmillbrook-al.gov); Connie Hand (Mayor@townofcoosada.com); Naticia Hall for Comm. Johnson (Naticia.Hall@Autauga.com); Tammy Stricklin; 'mayoralkelley@yahoo.com'
Cc: Joan DeFee; David Bufkin (acrd@autauga.com) (acrd@autauga.com); James Kelley; George Speake; Richie; David Robison (drobison@cityofwetumpka.com); 'stu@elmore.rr.com' (stu@elmore.rr.com); clayton.edgar@ssainc.com; mayor@townofelmore.com; Liz S. Craig; Delchamps, April; Anderson, Kindell; Donald Mims
Subject: RE: MPO Agreement Concerning a Transportation Planning Process for the Montgomery Urbanized Area
Attachments: Autauga County_MPO Agreement Resolution_041410.doc; CARPDC_MPO Agreement Resolution_041410.doc; City of Millbrook_MPO Agreement Resolution_041410.doc; City of Prattville_MPO Agreement Resolution_041410.doc; City of Wetumpka_MPO Agreement Resolution_041410.doc; Elmore County_MPO Agreement Resolution_041410.doc; Montgomery County_MPO Agreement Resolution_041410.doc; Town of Coosada_MPO Agreement Resolution_041410.doc

All:

Enclosed are sample government resolutions that can be used for MPO local governments for the agreement if needed. Once we get all local government resolutions approved by boards and commissions and all signatures in the agreement we can send it back to ALDOT for review and signing.

See attachments.

Robert Smith
Director of Planning & MPO
City of Montgomery/Montgomery MPO
25 Washington Ave
Montgomery, AL 36104
Phone: 334-625-2218
Email: rsmith@montgomeryal.gov

From: Delchamps, April
Sent: Thursday, October 09, 2014 4:49 PM
To: Bill Gillespie; Calhoun, CC; Jinright, Charles; clayton.edgar@ssainc.com; Elton Dean; 'Greg Clark'; Gordon Stone (gspikeroad@aol.com); 'mayor@cityofwetumpka.com'; 'Kelvin Miller'; Steven Graben (grabens@dot.state.al.us); 'Mark.Bartlett@fhwa.dot.gov'; 'Linda Lewis'; Smith, Robert; Mayor (mayor@townofelmore.com); Strange, Todd; David Bowen (d.bowen@elmoreco.org); Carl Johnson (vljohnson@peoplepc.com); Carl Johnson (vljohnson@peoplepc.com); Anita Weaver (anita.weaver@cityofmillbrook-al.gov); Connie Hand (Mayor@townofcoosada.com); Naticia Hall for Comm. Johnson (Naticia.Hall@Autauga.com); Tammy Stricklin; 'mayoralkelley@yahoo.com'; jillar@dot.state.al.us
Subject: MPO Agreement Concerning a Transportation Planning Process for the Montgomery Urbanized Area



MPO Transportation Planning Staff,
City of Montgomery
Department of Planning, Transportation Planning Division
Intermodal Transportation Facility
495 Molton Street
Montgomery, AL 36104

MEMORANDUM

TO: Montgomery MPO Members
FROM: Mr. Robert Smith, Director of Planning and MPO, City of Montgomery/ Montgomery MPO
DATE: October 10, 2014
RE: MPO Agreement Concerning a Transportation Planning Process for the Montgomery Urbanized Area

Enclosed is a copy of the Montgomery MPO Agreement Concerning a Transportation Planning Process for the Montgomery Urbanized Area that ALDOT drafted, and the letter sent from ALDOT in regards to the Agreement. Please review and if ok please have an authorizing resolution from your city council, town council, county commission or board as appropriate. The original agreement will have to be signed by all voting MPO members and CARPDC, and a resolution from each MPO member representing a municipality or county will be needed. Be sure to put your government seal on each resolution.

In November 2014 the MPO, TCC and CAC will meet at the following times and places:

MPO Policy Board will meet as follows:

Wednesday, November 19, 2014 at 11:30 a.m.

Location: City of Montgomery's Downtown Intermodal Transportation Facility

495 Molton Street

Montgomery, AL 36104

Conference Room

TCC Advisory Committee will meet as follows:

Tuesday, November 18, 2014 at 10:00 a.m.

Location: City of Montgomery's Downtown Intermodal Transportation Facility

495 Molton Street

Montgomery, AL 36104

Conference Room

CAC Advisory Committee will meet as follows:

Tuesday, November 18, 2014 at 2:00 p.m.

Location: City of Montgomery's Downtown Intermodal Transportation Facility

495 Molton Street

Montgomery, AL 36104

Conference Room

Parking for MPO, TCC and CAC meetings is located at the City of Montgomery Intermodal Transportation Facility parking deck. If you have any questions please feel free to give me a call at 625-2712 or email rsmith@montgomeryal.gov.

April DeSchamps

Senior Planner

Department of Planning

Transportation Planning Division

City of Montgomery/Montgomery MPO

495 Molton St

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

November 25, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery County Public Building Authority Board Appointment

The Montgomery County Commission, during its meeting on November 17, 2014, discussed two board member appointments to the Montgomery County Public Building Authority. The Commission agreed to make a recommendation for the replacement of Mr. James Phillips at the next meeting.

Vice Chairman Harris recommended Pernell L. Jenkins for the replacement of Andrew Hall, which is on the agenda for Monday's meeting.

DLM/tn

Attachment

5-1

Montgomery County Public Building Authority

Members:

Term Expires:

James Phillips (Resigned)

6/5/2014

Andrew Hall (President) (Resigned)
Pike Road, AL 36064

6/5/2014

Bill Davis
Montgomery, AL 36106

6/5/2016

Andrew Hardwick
Montgomery, AL 36116

6/5/2016

William E. Blake
Montgomery, AL 36104

6/5/2018

James Harrell
Montgomery, AL 36111

6/5/2018

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210

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

November 25, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Consider Options for Emergency Medical Treatment and Transportation Bid

The Montgomery County Commission, at its meeting on November 17, 2014, approved a Bid Award for Base Rate Fees for Emergency Medical Treatment and Transportation, Bid Number 52110-15B-009 for the Sheriff's Office. We elected not to award any of the four options provided in the bid.

Since the last Commission meeting, Chief Deputy Derrick Cunningham and I discussed two of the options of which he would like the Commission to approve at no cost to the County.

Option 1 requires that the bidder maintain one staffed, advanced life support 100% dedicated ambulance, twenty-four (24) hours a day, seven (7) days a week at the Volunteer Fire Department in Snowdoun.

Option 4 requires that the bidder maintain one staffed, advanced life support non-dedicated ambulance, twenty-four (24) hours a day, seven (7) days a week at the Pike Road Volunteer Fire Department at 3427 Wallahatchie Road.

I am requesting that the County Commission waive rules and approve these two options at no cost to the County. Chief Deputy Derrick Cunningham will be discussing this request at Monday's meeting.

DLM/tn

Attachment

6-1

M E M O R A N D U M

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II π

DATE: November 24, 2014

SUBJECT: Bid No. 51110-15B-010
Christmas Luncheons

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the only bid received from The Farmer's Market in the amount of \$13,336.25, be placed on the agenda for the County Commission meeting on December 1, 2014. (copy of spread sheet attached)

Attachment

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51110-15B-010				FARMER'S MARKET 315 N. MCDONOUGH ST MONTGOMERY, AL (334)399-8538									
DATE ISSUED: NOVEMBER 6, 2014													
DATE OPENED: NOVEMBER 19, 2014													
CHRISTMAS LUNCHEONS													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	CATERING OF	EA	600	\$11.75	\$7,050.00								
	EMPLOYEE												
	LUNCHEON												
2	CATERING SENIOR	EA	100	\$11.75	\$1,175.00								
	FLATWOOD												
3	CATERING OF	EA	125	\$11.75	\$1,468.75								
	FLATWOOD												
4	CATERING OF	EA	60	\$11.75	\$705.00								
	GIBBS VILLAGE												
5	CATERING OF	EA	100	\$11.75	\$1,175.00								
	RICHARDSON TERR												
6	CATERING OF	EA	120	\$11.75	\$1,410.00								
	KING HILL												
7	CATERING OF	EA	30	\$11.75	\$352.50								
	PATTERSON CT												
TOTAL BID AMOUNTS					\$13,336.25								

Notes: 35 BIDS MAILED

7-2

M E M O R A N D U M

TO: Donald L. Mims, Administrator
FROM: Tammy Turner, Buyer II
DATE: November 26, 2014
SUBJECT: Bid No. 51100-15B-011
Move Probate South Office

Request that rules be waived and approval of award on the above referenced Invitation to Bid, to the low bid received from Covan Worldwide Moving in the amount of \$795.00, be placed on the agenda for the County Commission meeting on December 1, 2014. (copy of spread sheet attached)

Coordination of award made with William Flowers, Chief Clerk

Attachment

Purchasing Department

[illegible]Notes:

10 BIDS MAILED

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: November 17, 2014
Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties Detention Bed Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' contracts on the December 1st County Commission working agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties to house juveniles from their respective counties in our facility.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, **Autauga County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$25,000.00 for the second guaranteed bed. Payments of \$6,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Autauga County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such

- counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Autauga County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
 8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Autauga County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Autauga County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 9. All juveniles housed at the Youth Facility and forwarded by **Autauga County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Autauga County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 11. **Autauga County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Autauga County**, and they shall assume responsibility for payment to the provider of said services.
 12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile

Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the Chairman of its Commission on the 16TH day of September, 2014.

ATTEST

MONTGOMERY COUNTY

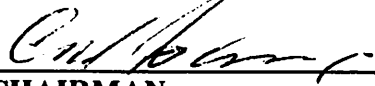
ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

ALLIN WHITTLE
CHAIRMAN

DIANE KILPATRICK
COUNTY ADMINISTRATOR

DENNIS McCALL
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1
JESSE F. MCWILLIAMS, III, DISTRICT 2
FRANK A. HICKMAN, DISTRICT 3
ALLIN WHITTLE, DISTRICT 4
DARRELL SANDERS, DISTRICT 5

BUTLER COUNTY COMMISSION

202 PATSALIGA ST
P.O. BOX 756
GREENVILLE, ALABAMA 36037
(334) 382-3612 Phone (334) 382-3506 Fax
e-mail butlercc@butlercoal.us
www.butlercountyal.com

October 13, 2014

Ms. Brandy Alexander
Juvenile Detention Center Director
1111 Airbase Blvd.
Montgomery, AL 36108

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

Enclosed is the approved and signed Agreement for a Juvenile Bed for Butler County for fiscal year 2014-2015. The Agreement was passed by unanimous vote of the Butler County Commission this morning and signed by Allin Whittle, Chairman of the Butler County Commission.

Please forward a fully executed copy back to me once the Chairman of the Montgomery County Commission has approved and signed.

Should you have questions or require anything further, please do not hesitate to call me.

Sincerely,

Diane Kilpatrick, County Administrator
Butler County Commission

/dk
enc

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Butler County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Butler County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Butler County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Butler County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Butler County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Butler County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Butler County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Butler County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Butler County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Butler County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Butler County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Butler County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Butler County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Butler County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Butler County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Butler County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Butler County** and Montgomery County, then said **Butler County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 13th day of October, 2014.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

Deane Kilpatrick
ADMINISTRATOR/CLERK/
TREASURER

BUTLER COUNTY

Allen White
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, Chilton County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. The said Montgomery County covenants and agrees to guarantee this bed to **Chilton County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Chilton County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Chilton County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
3. **Chilton County** will pay to Montgomery County the sum of \$100.00 per day for any juvenile housed above their allotted number.
4. Montgomery County covenants and agrees to contact the duly authorized representative of **Chilton County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Chilton County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
5. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Chilton County** will be notified and shall take said juvenile back into custody as soon as practicable but in no

- case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
6. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Chilton County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Chilton County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
 7. All juveniles housed at the Youth Facility and forwarded by **Chilton County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Chilton County** is to contact the Youth Facility prior to presenting a juvenile for detention.
 8. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
 9. **Chilton County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Chilton County**, and they shall assume responsibility for payment to the provider of said services.
 10. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Chilton County** will report all suspicion of sexual abuse or sexual harassment immediately.
 11. If any dispute arises between **Chilton County** and Montgomery County, then said **Chilton County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
 12. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Chilton County** has caused this instrument to be executed by the Chairman of its Commission on the 22 day of September, 2014.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Comie S. Powell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and;

WHEREAS, Elmore County, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Elmore County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** and **third** bed to **Elmore County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Elmore County** will pay to Montgomery County the sum of \$25,000.00 for the second and \$20,000 for the third guaranteed bed for a total of \$45,000. Payments of \$11,250.00 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Elmore County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Elmore County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Elmore County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Elmore County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Elmore County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling

and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

7. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Elmore County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
8. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Elmore County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Elmore County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
9. All juveniles housed at the Youth Facility and forwarded by **Elmore County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Elmore County** is to contact the Youth Facility prior to presenting a juvenile for detention.
10. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
11. **Elmore County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Elmore County**, and they shall assume responsibility for payment to the provider of said services.
12. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile

Detention Director. **Elmore County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Elmore County** and Montgomery County, then said **Elmore County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
14. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Grace McDuffie
ADMINISTRATOR/CLERK/
TREASURER

Paul B.
CHAIRMAN

ALABAMA DEPARTMENT OF YOUTH SERVICES

LONG TERM DETENTION SUBSIDY CONTRACT

THIS CONTRACT is made and entered into by and between Elmore County (hereinafter called "County") and the Alabama Department of Youth Services (hereinafter called "DYS")

WITNESSETH

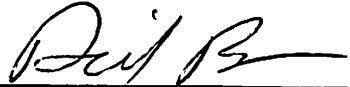
For and in consideration of the mutual covenants herein contained, and other good and valuable considerations, the parties hereto do hereby agree as follows:

1. The purpose of this agreement is to provide to County at least one (1) detention bed for the use of the juvenile court of County for the period October 1, 2014 through September 30, 2015, without cost to County.
2. DYS shall pay for the benefit of County, a sum determined by the Youth Services' Board, said payments made as herein specified, for the purposes herein set out.
3. These said payments may be made for the benefit of County regardless of other payments made to or for the benefit of County.
4. Said payments shall be made for the benefit of County to the juvenile detention center of its choice.
5. County shall contract with the detention center of its choice for detention (and other) services, which contract shall be subject to review and approval of DYS.
6. County shall not reduce its level of support for the juvenile court or juvenile services and facilities presently supported by County on account of the credit for payments made hereunder.

IN WITNESS WHEREOF, County and DYS has caused this agreement to be executed for each and in the name of each by the persons indicated below, in duplicate, either copy of which may be considered an original.

Indicate Detention Center chosen by County to receive funds below:

Montgomery County



Chairman, County Commission

ALABAMA DEPARTMENT OF YOUTH SERVICES

Steven F. Lafreniere
Executive Director

Legal Counsel (Approved as to form only)
Department of Youth Services

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

WHEREAS, the Montgomery County Commission has constructed and operates in Montgomery County the Montgomery County Youth Facility for the secure detention care of alleged adjudicated delinquent youth of Montgomery County and

WHEREAS, **Monroe County**, a corporate political body, desires to afford itself of the services furnished by the Montgomery County Youth Facility.

NOW, THEREFORE, WITNESS THIS AGREEMENT by and between Montgomery County, a corporate and political body, acting through its authorized officers, for and in consideration of the mutual covenants herein contained, the sufficiency whereof being hereby acknowledges:

1. **Monroe County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee this bed to **Monroe County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Monroe County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Monroe County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **Monroe County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **Monroe County** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **Monroe County** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.

6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **Monroe County** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.
7. Montgomery County does not accept liability for injury to any of the juveniles housed at the Youth Facility; **Monroe County** covenants and agrees to hold harmless and indemnify Montgomery County, its officers, agents, servants and employees, from any liability therefore, except intentional wrongful acts of the agents, servants, officers, or employees of Montgomery County. **Monroe County** agrees that it shall maintain liability insurance for such injuries and case Montgomery County to be co-insured thereon.
8. All juveniles housed at the Youth Facility and forwarded by **Monroe County** shall be certified to the facility by the Juvenile Court Judge of a Court of proper jurisdiction. **Monroe County** is to contact the Youth Facility prior to presenting a juvenile for detention.
9. The number of days in detention shall be defined to include the day a youth is received but will not include the day a youth is released.
10. **Monroe County** will hold Montgomery County harmless from any and all medical expenses, both physical and mental, of any nature and kind for its juveniles housed at the Youth Facility and shall agree to have any bills pertaining to any physical or mental treatment sent to **Monroe County**, and they shall assume responsibility for payment to the provider of said services.
11. The Montgomery County Youth Facility has a **ZERO-TOLERANCE** policy of sexual abuse and sexual harassment within its Facility/Programs/Offices owned, operated, or contracted. The intent of PREA (Prison Rape Elimination Act) is to ensure a safe, humane, and secure environment, free from threat of sexual abuse and sexual harassment of all detainees and staff/volunteers/contractors/ and interns. You have an obligation to maintain clear boundaries with detainees and to establish a relationship of authority, objectivity and professionalism. You must not allow the development of a personal, unduly familiar, emotional, or sexual relationship to occur with detainees. Any sexual contact between a detainee and staff/volunteer/contractor/intern is sexual abuse. All forms of sexual contact and sexual harassment between detainees and staff/volunteers/contractors/interns are against Montgomery County Youth Facility Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Assistant Detention Director, or the Juvenile Detention Director. **Monroe County** will report all suspicion of sexual abuse or sexual harassment immediately.

12. If any dispute arises between **Monroe County** and Montgomery County, then said **Monroe County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.
13. This contract shall be for a period of one year except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Monroe County** has caused this instrument to be executed by the _____ of its _____ on the _____ day of _____, _____.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY

Gwendolyn D. Richardson
ADMINISTRATOR/CLERK/
TREASURER

Lee Ann
CHAIRMAN

A MOTION

Billy Ghee moved that the Monroe County Commission approve to amend the Budget FY 2014 if needed.

ATTACHMENT # 3

Henry Childs seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting. Corey Morrow abstained.

A MOTION

Henry Childs moved that the Monroe County Commission approve Long Term Detention Subsidy Contract with DYS (Department of Youth Services) and agreement with Montgomery County Commission for allotted DYS bed.

ATTACHMENT #4 & #5

Billy Ghee seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

A MOTION

Henry Childs moved that the Monroe County Commission approve Personnel:

ROAD DEPT:

KEITH LEON WESTBROOK-EFFECTIVE SEPTEMBER 23, 2014 AS BEEN EMPLOYED FOR 1 YEAR AND SHOULD BE COMPENSATED AT 100% OF TRUCK DRIVER PAY.

T B BERRY-EFFECTIVE SEPTEMBER 19, 2014 HAS BEEN EMPLOYED FOR 1 YEAR AND SHOULD BE COMPENSATED AT 100% OF TRUCK DRIVER PAY.

Billy Ghee seconded the motion and when put before the board it was unanimously adopted by all members present at said meeting.

JMR+H

Architecture.PC

24 November 2014

Mr. Donnie Mims
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36110
Phone: 334.270.4255

RE: Alterations to Third Floor Montgomery County Courthouse Annex No. 3
JMR+H Architects, PC - PROJECT No. 13-210
Change Order Request

Mr. Mims,

As discussed at our Owner-Contractor-Architect meeting on November 20th 2014, I have listed below Change Order Requests in two (2) columns. Column one (1) are C.O.R. that have been thoroughly reviewed and negotiated with the General Contractor and approved and will be part of Change Order One (1). Column two (2) are C.O.R. that are requests from Judge Reed that have been through the same review process but are pending your final decision.

Column 1

• Additional Steel Lintels (for existing masonry opening)	\$3,480.40
• Demolition and reroute of HVAC duct work (unforeseen)	\$535.70
• Additional Steel for roof top unit (to support the weight of the unit)	\$1,545.50
• Relocate roof vent at raised roof (unforeseen)	\$440.00
• Credit for Piping Insulation (Approved by Plumbing Engineer)	<u><\$500.00></u>
Total	\$5,501.60

Column 2

• Judges Office Ceiling Modifications (per Judge Reed)	\$3,770.42
• Relocating power and data outlets and adding blocking for moving TV (per Judge Reed)	<u>\$520.00</u>
Total	\$4,290.42

Please feel free to Contact me directly if you have any questions or need for further information

Sincerely,

JMR+H Architecture, PC



www.mc-ala.org/da

Daryl D. Bailey
District Attorney
Fifteenth Judicial Circuit of Alabama
251 South Lawrence Street
P.O. Box 1667
Montgomery, Alabama 36102-1667



(334)832-2550

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Rhonda B. Cape
Chief Administrator

DATE: November 25, 2014

RE: Equipment Grants

The Montgomery County District Attorney's Office is completing grant applications to ADECA for equipment purchases. The County Commission serves as the sub grantee. The grants start date will be January 1, 2015. There is no match requirement.

We request the applications be placed on the agenda for approval at the Commission's December 15 meeting.

Thank you for your help in this matter.

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

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

November 25, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Road Conditions Policy

At the last commission meeting, questions were raised about the Road Conditions Policy (attached) proposed by the Association of County Commissions of Alabama (ACCA). When extreme weather conditions or other disaster events make roads and bridges unsafe for travel, emergency management officials often announce that roads are "closed" until conditions change. **ACCA suggested that every county adopt a policy whereby roads are described as "impassable" (as opposed to "closed"), and all travel on those roads, with the exception of emergency vehicles, should be suspended or delayed.**

According to Mary Pons, ACCA legal counsel, the policy was developed to minimize liability exposure for a county. To say that a road is "closed" suggests that no vehicle, including emergency vehicles, may travel that road. As several commissioners noted, the Commission would not want to be held liable in the event an emergency vehicle could not reach a citizen because it had announced a road closure. The language suggested by ACCA clearly states that emergency vehicles may travel impassable roads. In addition, the language avoids any confusion with the actual "closing" of county road, which is governed by Alabama law.

Mrs. Pons did not consult the Attorney General's office on this matter because this is a policy matter intended to minimize confusion with any legal issues. ACCA does not intend to pursue any legislative changes.

Both County Engineer George Speake and I recommend that the second paragraph of the policy be slightly reworded to read as follows: **Should conditions warrant blanket communication regarding the conditions of roads and bridges, the Montgomery County Commission shall distribute such information acting through its Chairman and duly authorized employees.**

I am requesting that the County Commission place this Policy on Public Notice Regarding Blanket Conditions of County Roads and Bridges on the next agenda in accordance with the recommendation presented above.

DLM/tn

12-1



P.O. Box 5040 • Montgomery, Alabama 36103

Telephone 334-263-7594 • Fax 334-263-7678

www.alabamacounties.org

Hon. Merceria Ludgood, Mobile County, President

Sonny Brasfield, Executive Director

TO: County Commission Chairs

FROM: Sonny Brasfield, Executive Director

DATE: October 29, 2014

RE: Road Conditions Policy

Following the winter storms of 2014, the Association asked its attorneys, county engineers and emergency management directors to take a look at the common practice of making public announcements that county roads are "closed" during ice and/or snow storms. The focus of the review was whether the terminology of "closing" county roads presents both a misunderstanding by the public as well as possible liability exposure for the county.

The major concern is vested in the provisions of Alabama law that establish a formal procedure to be followed when the county wishes to actually "close" a county-maintained road. This process involves the holding of a public hearing and the posting of notice at the road. Obviously, during times of inclement weather the county commission is not following this procedure because it is impractical. It could be argued, however, that the county's use of the term "closed" somehow attaches an obligation to follow the legal procedures established in the law.

For this reason, the groups developed a suggested procedure for counties to utilize when there are weather or other conditions resulting in the county commission making a blanket announcement regarding the use of county roads. The policy focuses on announcing that the county-maintained roads are "impassable" rather than using the confusing legal term of "closed."

This policy has been vetted through the Association of County Engineers of Alabama, Alabama Association of Emergency Managers and approved by the Board of Directors of the Association of County Commissions of Alabama. It is recommended that you review the policy with your county attorney and strongly consider adopting and utilizing this procedure when weather conditions dictate that motorists should stay off the county roads.

The policy also provides an announcement that should be made when the weather conditions have improved. This announcement also contains a specific warning that the county cannot guarantee that all the conditions on all county roads are safe.

If you have any questions, please let us know.

Enclosure

Policy on Public Notice Regarding Blanket Conditions of County Roads and Bridges

PURPOSE:

This policy shall be utilized by the _____ County Commission in order to effectively communicate the blanket conditions of county roads and bridges resulting from extreme weather conditions or other disaster events. The policy does not apply to other circumstances.

PROCESS:

Should conditions warrant blanket communication regarding the conditions of roads and bridges, the _____ County Commission shall distribute such information through its County _____ (Engineer or Chairman).

ROAD and BRIDGE CONDITIONS:

When conditions warrant, the public shall be notified of the following information:

IMPASSABLE TRAVEL ADVISORY: Effective _____ all roads and bridges in _____ County should be considered IMPASSABLE until further notice. Members of the general public are advised that when roads and bridges become IMPASSABLE all travel should be suspended or delayed. Only emergency vehicles should travel on county roads and bridges until further notice.

When conditions improve, the public shall be notified of the following information:

RESUMPTION OF TRAVEL: Effective _____ conditions have improved and the previous IMPASSABLE TRAVEL ADVISORY for _____ County roads and bridges has been lifted. Because county officials cannot guarantee the conditions everywhere, drivers are reminded to use caution while traveling.

Tammy Nix

From: George Speake
Sent: Wednesday, November 05, 2014 3:00 PM
To: Donald Mims
Cc: Elton N. Dean, Sr.; endeansr@aol.com; ttg@hsg-law.com; Tammy Nix; James Kelley
Subject: RE: Letter from ACCA regarding Road Conditions Policy

This looks okay to me also; however, my recommendation is that the second paragraph of the policy be slightly reworded to read as follows:

PROCESS:

Should conditions warrant blanket communication regarding the conditions of roads and bridges, the Montgomery County Commission shall distribute such information acting through its Chairman and duly authorized employees.

George C. Speake, P.E., P.L.S.
Montgomery County Engineer
P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-2551
Fax: (334) 832-7190
Email: georgespeake@mc-ala.org

From: Donald Mims
Sent: Wednesday, November 05, 2014 1:12 PM
To: George Speake
Cc: Tammy Nix
Subject: FW: Letter from ACCA regarding Road Conditions Policy

FYI

From: Thomas Gallion [<mailto:ttg@hsg-law.com>]
Sent: Tuesday, November 04, 2014 3:07 PM
To: Donald Mims
Subject: RE: Letter from ACCA regarding Road Conditions Policy

Looks good to me.

From: Donald Mims [<mailto:DonaldMims@mc-ala.org>]
Sent: Tuesday, November 04, 2014 2:36 PM
To: George Speake; Thomas Gallion
Cc: Elton N. Dean, Sr.; ENDEANSR@aol.com
Subject: Letter from ACCA regarding Road Conditions Policy

George and Tommy,

Attached is a letter from the ACCA Executive Director Sonny Brasfield regarding Road Conditions Policy.

12-4

Please review and discuss with each other this proposed policy. I would like to place this letter and recommended policy in the next Thursday Memo for both of you to discuss with the Commission.

Thank you for your assistance regarding this matter.

Donnie

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR

(334) 832-1210

FAX (334) 832-2533

TDD (334) 265-3568

www.mc-ala.org

November 25, 2014

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Funding for Engineering Cost regarding Project Clover-Glovis

During the November 17, 2014 County Commission meeting, Montgomery Area Chamber of Commerce Project Manager Justice Smyth and City of Montgomery Engineer Patrick Dunson requested that the Commission pay 40% of the total engineering cost for a traffic signal installation on Hyundai Boulevard to benefit Project Clover-Glovis, in which the County would pay no more than \$22,000 for the project.

I am requesting that the Commission approve this funding.

DLM/tn

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667



ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

November 26, 2014

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Florence M. Cauthen, Deputy Administrator *FMC*

SUBJECT: Request for Step Increases

Finance Director Sherrill Thomas has submitted the attached recommendation (with analysis of budget impact) for a one-step increase for the three buyer positions in the Support Services Purchasing Department.

I support her recommendation and request that it be put on a future agenda.

ELTON N. DEAN, SR., CHAIRMAN
DANIEL HARRIS JR., VICE CHAIRMAN
REED INGRAM
RONDA M. WALKER
JILES WILLIAMS JR.

A COUNTY OLDER THAN THE STATE

DONALD L. MIMS, ADMINISTRATOR
SHERRILL R. THOMAS, CPA, FINANCE DIRECTOR
(334) 832-1230
TDD (334) 265-3568
FAX (334) 832-2533

MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT
101 S. LAWRENCE STREET • P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

Memo

To: Florence M. Cauthen, Deputy County Administrator
From: Sherrill R. Thomas, Finance Director *SD*
Date: November 25, 2014
Re: Request for Step increase-Support Services Purchasing Department Buyer positions

I would like to recommend a one-step increase for the three Buyer positions in the Support Services Purchasing Department.

The Buyer positions work under the direction of the Purchasing Manager position which has been vacant since December 31, 2013. Since that time, these three employees have all taken on extra duties to accomplish the County purchasing department responsibilities. Once the Purchasing Manager position is filled, these employees will likely continue to have additional duties as with any transition with a new employee.

Last week these employees were relocated from Annex I to a location in Annex III, adding to their already full work load. I commend the employees for their attitude and assistance in making the move so efficiently.

The annual cost of this increase is estimated at \$4,373. The current department budget can cover the increase through a position vacancy.

I have worked closely with these employees during this time and feel this increase is justified and reasonable. Your support of this recommendation is appreciated.

14-2

Position Budget Report

Budget Year 2015

Support Services/ Purchasing

Position	Position Grade	Current Step	Current Salary	Current benefits	Total	New Step	1 step increase	New Salary	Revised benefits	Total	Total Increase
Buyer I	A-5	5	36,185	14,524	50,709	6	1,120	37,305	14,747	52,052	1,343
Buyer I	A-5	9	40,662	15,416	56,078	10	1,118	41,780	15,639	57,419	1,341
Buyer II	A-7	9	51,161	17,508	68,669	10	1,409	52,570	17,788	70,358	1,689
Total			128,008	47,448	175,456		3,647	131,655	48,174	179,829	4,373

BALCH
& BINGHAM LLP

P. O. Box 306
Birmingham, AL 35201
(205) 251-8100
(205) 226-8799 Fax

City of Montgomery
City Hall
103 North Perry Street
Montgomery, AL 36104

August 14, 2014
Client ID: 021480
Matter ID: 025
Invoice: 560312

Montgomery County Commission
Attn: Donald L. Mims
Post Office Box 1667
Montgomery, Alabama 36102-1667

RE: Stivers Ford Lincoln, Inc.

Fees for Professional Services Through 07/31/14	9,496.25
Less Courtesy Discount	(2,000.00)
Charges Through 07/31/14	0.00
Prepayments Applied to Current Invoice	(.00)
BALANCE DUE ON CURRENT INVOICE	\$ 7,496.25
Balance Due on Previous Invoices	0.00
TOTAL DUE INCLUDING PREVIOUS BALANCE	\$ 7,496.25

City of Montgomery (60%)
(\$4,497.75)

Montgomery County Commission (40%)
(\$2,998.50)

*Please refer to invoice number 560312 when submitting payment
Federal Tax ID# 63-0328165*

15-1

BALCH & BINGHAM LLP

ID: 021480-025
Invoice # 560312

August 14, 2014
PAGE 2

RE: Stivers Ford Lincoln, Inc.

SERVICE DETAIL

<u>DATE</u>	<u>ATTY</u>		<u>HOURS</u>
02/06/2014	RWR	Multiple conferences with Mr. Mac McLeod and Mr. Bill Eskridge regarding economic development incentives for Stivers Ford; Draft paperwork regarding same.	2.00
03/07/2014	RWR	Draft, review and revise project development agreement, authorizing ordinances and public hearing notices regarding incentive package; Email same to Mr. Mac McLeod to review and approve.	2.00
03/10/2014	RWR	Review and revise economic development incentive documents; Conference with Mr. Mac McLeod regarding same; Telephone conference with Mr. Bill Eskridge regarding same.	1.25
03/19/2014	RWR	Telephone conference with Mr. Mac McLeod regarding Stivers Ford Lincoln, Inc. economic development incentive documents; Telephone conference with Mr. Donnie Mims regarding same; Revise documents related to same.	1.25
03/25/2014	RWR	Telephone conference with Mr. Donnie Mims; Draft and send email to Mr. Mims with draft documents and summary of proposed incentives.	1.00
04/01/2014	RWR	Finalize and email draft documents to Mr. Bill Eskridge; Telephone conference with Mr. Eskridge regarding same.	1.00
04/17/2014	RWR	Multiple conferences with Mr. Bill Eskridge and Mr. Mac McLeod regarding revisions to project development documents; Revise same; Telephone conference with Mr. Donnie Mims regarding same; Review open meetings act requirements.	2.25
04/21/2014	RWR	Telephone conference with Mr. Bill Eskridge and revise project documents.	1.50
04/24/2014	RWR	Meeting with Mayor Todd Strange and Mr. Mac McLeod regarding revisions to project documents; Telephone conference with Mr. Bill Eskridge regarding same.	0.75
04/25/2014	RWR	Email revised project documents to Mr. Bill Eskridge to review; Telephone conference with Mr. Eskridge regarding same.	0.50
05/06/2014	RWR	Email Mr. Mac McLeod regarding revised economic incentive documents.	0.50
05/12/2014	RWR	Conferences with Mr. Mac McLeod and Mr. Donnie Mims regarding proposed incentives to Stivers Ford Lincoln.	0.75
06/20/2014	RWR	Telephone conference with Mrs. Brenda Blalock regarding Stivers Ford Lincoln, Inc. matter; Email Mrs. Blalock regarding same; Conference with Mr. Bill Eskridge regarding same.	1.00
06/24/2014	RWR	Telephone conference with Mr. Bill Eskridge regarding City Council meeting to approve project development agreement; Email Mayor Todd Strange and Mr. Mac McLeod regarding same.	0.50
06/25/2014	RWR	Telephone conference with Mr. Donnie Mims regarding County Commission approval of Stivers Ford economic development incentives; Email Chairman Elton Dean regarding same; Telephone conference with Mr. Mac McLeod regarding same.	1.25

15-2

BALCH & BINGHAM LLP

ID: 021480-025
Invoice # 560312August 14, 2014
PAGE 3

RE: Stivers Ford Lincoln, Inc.

<u>DATE</u>	<u>ATTY</u>		<u>HOURS</u>
06/26/2014	RWR	Conference with Montgomery County Commission Chairman Elton Dean, Commissioner Ronda Walker and County Administrator Donnie Mims regarding county commission consideration of Stivers Ford Lincoln project development agreement; Email Mr. Mims and Mrs. DiDi Henry regarding same.	1.00
06/30/2014	RWR	Multiple conferences with Mr. Donnie Mims regarding hearing by Montgomery County Commission on proposed project development agreement between City, County and Stivers Ford Lincoln, Inc.	0.25
07/01/2014	RWR	Prepare for and attend work session and City Council meeting related to consideration and approval of Project Development Agreement between City, County and Stivers Ford Lincoln, Inc.	2.50
07/07/2014	RWR	Attend Montgomery County Commission meeting to present information related to economic development project.	1.00
07/10/2014	RWR	Telephone conferences with Mr. Donnie Mims regarding presentation of Stivers Ford incentive package to Montgomery County Commission.	0.50
07/21/2014	RWR	Multiple conferences with Montgomery County Administrator Donnie Mims and county commissioners; Attend meeting of Montgomery County Commission; Telephone conference with Mr. Bill Eskridge regarding same and execution of Project Development Agreement.	2.50
07/29/2014	RWR	Telephone conference with Mr. Bill Eskridge; Meeting with Mayor Todd Strange to execute Project Development Agreements; Conference with Montgomery County Commission regarding same.	1.00
07/30/2014	RWR	Review final document package; Draft and send transmittal letter to Mr. Bill Eskridge regarding same.	0.50

TOTAL HOURS – 26.75

TOTAL FEES

\$ 9,496.25

15-3

BALCH & BINGHAM LLP

City of Montgomery
City Hall
103 North Perry Street
Montgomery, AL 36104

August 14, 2014
Client ID: 021480
Matter ID: 025
Invoice: 560312

Montgomery County Commission
Attn: Donald L. Mims
Post Office Box 1667
Montgomery, Alabama 36102-1667

RE: Stivers Ford Lincoln, Inc.

Fees for Professional Services Through 07/31/14	9,496.25
Less Courtesy Discount	(2,000.00)
Charges Through 07/31/14	0.00
Prepayments Applied to Current Invoice	(.00)
BALANCE DUE ON CURRENT INVOICE	\$ 7,496.25
Balance Due on Previous Invoices	0.00
TOTAL DUE INCLUDING PREVIOUS BALANCE	\$ 7,496.25

*** REMITTANCE COPY ***

Please return this page with your payment

15-4

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator 
Date: November 20, 2014
Re: Relief Juvenile Detention Officer Fill Requests

We recently moved Latoyia Debridge to full time creating a relief worker vacancy. We also need to fill another relief worker vacancy. I am requesting approval of a bona fide gender specific female register at the December 1st County Commission working session. The gender specific register is requested in accordance with our state standard for same sex direct supervision of detainees.

Thank you for your consideration!

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Detention Officer - Relief - to replace Tecoya Brown

POSITION NUMBER: 910300001

PROPOSED EFFECTIVE DATE: 12/8/2014

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$30,456/\$1,171.40/\$14.6425)

Bruce R. Howell

Department Head

11/20/2014
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by

Date

☐ Payroll entered by

Date

16-2

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

1. POSITION TITLE: Juvenile Detention Officer - Relief - to replace Latoyia Delbridge

POSITION NUMBER: 910300002

PROPOSED EFFECTIVE DATE: 12/8/2014

TYPE OF APPOINTMENT ☐ Permanent ☒ Temporary

RECRUITING

☐ PROMOTIONAL REGISTER ☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER ☐ REEMPLOYMENT

PAY GRADE: PC1 (\$30,456/\$1,171.40/\$14.6425)



Department Head

11/20/2014
Date

2. ADMINISTRATIVE REVIEW

- ☐ APPROVED
☐ DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE:

Appointing Authority

Date

5. ☐ Manpower data entered by

Date

☐ Payroll entered by

Date

16-3

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Correction's Officer Trainee/Correction Officer's

Position Number 114

Proposed Effective Date November 24, 2014

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Corrections Office Trainee-\$29,244 PCT
Corrections Office -\$30,456-\$43,356 PCT

D T Marshall
Department Head

Date November 13, 2014

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee: _____

Appointing Authority

Date 13-Nov-14

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

17-1

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Correction's Officer Trainee/Correction Officer's

Position Number 214

Proposed Effective Date November 24, 2014

Type of Appointment ☒ Permanent () Temporary

Recruiting

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

Pay Grade Corrections Office Trainee-\$29.244 PCT
Corrections Office -\$30.456-\$43.356 PC I

D. T. Marshall Date November 13, 2014
Department Head

2. Administrative Review
() Approved
() Disapproved

Funding Authority

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

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date 13-Nov-14

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

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Corrections Officer Trainee/Corrections Officer

Position Number 221

Proposed Effective Date November 24, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade Corrections Officer Trainee - \$29,244 (PCT)
Corrections Officer - \$39,456 - \$43,356 (PC1)

D T Marshall Date November 17, 2014
Department Head mmc

2. Administrative Review

- () Approved
() Disapproved

Funding Authority _____

3. Certification

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

Personnel Director Date _____

4. Selectee: _____

Appointing Authority Date _____

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

17-3

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

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

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

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

1. Position Title Correction Officer/ Corrections Officer trainee

Position Number 225

Proposed Effective Date December 8, 2014

Type of Appointment ☒ Permanent ☐ Temporary

Recruiting

- | | |
|---|---------------------------------------|
| ☐ Promotional Register | ☐ Transfer |
| ☒ Open Competitive Register | ☐ Reemployment |

Pay Grade Corrections Officer Trainee-\$29,244 PCT

Corrections Officer \$30,456-\$43,356

D. T. Marshall
Department Head

Date November 21, 2014

2. Administrative Review

- ☐ Approved
☐ Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Date _____

Personnel Director

4. Selectee:

Date _____

Appointing Authority

5. ☐ Manpower data entered by _____

Date _____

☐ Payroll entered by _____

Date _____

17-4



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

MEMORANDUM

To: Montgomery County Commission

Cc: Donnie Mims

From: Montgomery County Probate Office

Date: 11/23/14

Re: Request fill position number 750016003 (Customer Service Clerk)

The Montgomery County Probate Court is requesting to fill a vacant Customer Service Clerk position. The position will be vacated December 1st and is currently in our budget.

POSITION FILL REQUEST

COMPLETE ACTION DATES

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

DEPARTMENT: PROBATE

APPOINTING AUTH.: Judge Steven L. Reed

SUPERVISOR: William D Flowers III

1. POSITION TITLE: Customer Service Clerk

POSITION NUMBER: 750016003

PROPOSED EFFECTIVE DATE: 1st of December 2014

TYPE OF APPOINTMENT: X PERMANENT TEMPORARY

RECRUITING:

Promotional Transfer

__Transfer

x Open Competitive Register __Reemployment

__Reemployment

PAY GRADE: A03-S1 (A03= \$24,414 - \$34,753)


APPOINTING AUTHORITY

11/25/14 _____
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 _____

D.T. MARSHALL, SHERIFF



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

November 24, 2014

MEMORANDUM

TO : Donnie Mims, County Administrator
Montgomery County Commission

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

SUBJECT : Funds Request
Body & In Motion Cameras

We requested funds in this year's budget to purchase body cameras and in motion vehicle cameras for our deputies; however, these funds were removed from the budget. This past weekend, the River Region area experienced several vehicle accidents; one in particular where four (4) people were killed including a law enforcement officer. I am requesting these two (2) items again which is an extreme necessity for our deputies and in their vehicles.

I am also asking for assistance with purchasing of these items, of which quotes are attached hereto. These in motion cameras are being used in other agencies already and with the recent incident in Missouri, it is vital that we start looking in the direction of body cameras for our deputies. As you can see, the quote indicates individual body cameras for all deputies. If the Missouri incident happened here it could cost Montgomery County thousands of dollars without the use of body and in motion cameras. I am at this time requesting that funding in the amount of \$70,000 be granted to the Montgomery County Sheriff's Office in order to purchase this equipment.

I look forward to hearing from you.

Thank you.

encls.

19-1



Mobile-Vision, Inc.

90 Fanny Rd. Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

QUOTE

Number 156870385
Date August 21, 2014

Sold To

Montgomery County Sheriff's Department
Rodney Smith
100 South Lawrence St.
Montgomery, AL 36104

Phone 334-832-1396
Fax 334-832-2500

Ship To

Montgomery County Sheriff's Department
Rodney Smith
100 South Lawrence St.
Montgomery, AL 36104

Phone 334-832-1396
Fax 334-832-2500

Salesperson		P.O. Number		Ship Via	Terms	
Mike Ries				None		
Line	Qty	SKU	Description	Unit Price	Ext. Price	Comments
1	24	LCVNETIMT53001W	onboard Mobile Gateway 530, Dual WiFi (Vz); INMOTION	\$1,245.25	\$29,886.00	
2	24	LCVSWRIMTSER102	Tracker Software Hosted annual subscription	\$74.80	\$1,795.20	
3	24	LCVSWRSW101536 F	oMG Platinum support - 3 years w/hosted oMM; incl. 1st year upgrade	\$569.50	\$13,668.00	
4	24	LCVSWRIMTSER524	oMG Activation fee, per Gateway	\$87.09	\$2,090.16	

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Boonton, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Dated: _____

SubTotal 47,439.36
Tax TBD
S&H 0.00
Total 47,439.36

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.
State/local Fees and Taxes are not included.

19-2



Mobile-Vision, Inc.

QUOTE

90 Fanny Rd. Boonton, NJ 07005
T 800-336-8475 F. 973-257-3024

Number 191355242

Date November 21, 2014

Sold To

Montgomery County Sheriff's Department
George Beaudry
100 South Lawrence St.
Montgomery, AL 36104

Phone 334-832-4980

Fax 334-832-2500

Ship To

Montgomery County Sheriff's Department
George Beaudry
100 South Lawrence St.
Montgomery, AL 36104

Phone 334-832-4980

Fax 334-832-2500

Salesperson		P.O. Number		Ship Via		Terms
Mike Ries				None		
Line	Qty	SKU	Description	Unit Price	Ext. Price	Comments
1	37	MVD-FBH-UPG22	Flashback HD upgrade Kit. Contains FBH-DVR, HD Camera, & 22' cable	\$3,075.00	\$113,775.00	
2	74	BWWKITODCAMSYS	BodyVISION camera system, includes camera, docking station, power supply, belt clip, pin clip, USB charging cable, and 1 year warranty.	\$499.00	\$0.00	
3	6	BWWKITODCAMSYS	BodyVISION camera system, includes camera, docking station, power supply, belt clip, pin clip, USB charging cable, and 1 year warranty.	\$499.00	\$2,994.00	
4	1	LSCMPSWH8P	Dell Power Connect 2808	\$142.50	\$142.50	

Buy-One-Get-One holiday promotional pricing valid through 12-31-2014.

Signing below is in lieu of a formal Purchase Order.
Your signature will authorize acceptance of both pricing and product:

Signed: _____ Dated: _____

L-3 Shipping Terms are FOB Boonton, NJ. By signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.

Signed: _____ Dated: _____

SubTotal 116,911.50
Tax TBD
S&H 925.00
Total 117,836.50

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.
State/local Fees and Taxes are not included

19-3

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

MONTGOMERY, ALABAMA 36102-1667

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR

FLORENCE M. CAUTHEN
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

November 26, 2014

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer *SK*
Director of Risk Management

SUBJECT: Discount Prescription Card for Montgomery County Residents

In January of 2013, the Montgomery County Commission partnered with Coast2Coast Rx and Welldyne Rx to offer a free discount prescription card to Montgomery County residents with little or no prescription coverage. Welldyne, a pharmacy benefits manager, has established discounts with over 60,000 participating pharmacies. This discount prescription card does not have health restrictions and can be used for all family members.

Since the inception of this program, Montgomery County participants have utilized this card and saved on approximately 16,000 prescriptions (see attachment). In addition, the average savings percentage has averaged 63% per prescription. This has equated to over \$800,000 savings to the participants during this time frame. This program has proved to be a good benefit for many county residents, as it has made many of these prescriptions affordable.



Montgomery County, Alabama Free Discount Prescription Card

- Save up to 75% on prescriptions
- Individuals or families can use
- 60,000 participating pharmacies including all chain pharmacies and most independents
- Ready to use with no limits on usage
- Use immediately with no paper work to fill out
- No health restrictions--Everyone is accepted
- No fee ever charged for the card
- No expiration date
- Save on brand and generic drugs
- Covers drugs not covered in health plans
- Covers many pet prescriptions
- Save up to 60% for your family's dental needs; an average of 10% to 50% on vision and hearing needs and 50%-80% on lab & imaging tests. Pre-payment for lab & imaging tests is required. Give the group number (below) at time of service for all of these benefits.

Dental: www.dentemax.com or 1-877-536-0689 Vision:
www.outlookvision.com or 1-800-342-7188 Hearing:
www.newportaudiology.com 1-855-489-6434 Prepaid
Lab: www.coast2coast.prepaidlab.com and Prepaid
Imaging: www.coast2coast.prepaidimaging.com or call
1-800-903-3921.

Diabetes Savings Program: 1-888-983-7850

Go to www.coast2coastrx.com for more information
on all benefits and to print out a card, search for a
provider and see FAQs.

Coast2Coast Rx Card — Montgomery County

Name: _____
Member ID: Use customer's 10-digit phone # or any 10-digit
number. Note: add 01, 02 or 03 for primary, spouse
and dependents after 10- digit #. _____
(Example: 123456789901)

Processor NetCard Systems/RxWest

Bin#: 008878

Group#: MONTAL2

Pharmacy Help Desk: 1-888-886-5822

Coverage: Individual & Family • PBM is WellDyneRx

THIS PLAN IS NOT INSURANCE

Scott,
This is the break-down for the saving for the residents of Montgomery County. U & C means that the card was not able to reduce the cost below the usual and customary cost provided by the pharmacy. Walmart's \$4.00 Prescriptions is are examples of this. The overall percentage savings represents an actual 63% reduction in cost from retail that your residents experienced. The Commissioner should be pleased with that savings.

MONTGOMERY COUNTY 01/01/2013 TO 12/31/2013							
Group ID	Yrly Total Claim Count	Yrly U & C ClaimCount	Yrly Adjusted Claim Count	Yrly Retail Price	Yrly Patient Paid	Yrly Amount Saved	Percentage YTD
MONTAL	7,785	787	6,998	\$520,708.51	\$179,321.10	\$341,387.41	66%
MONTAL2	742	146	596	\$46,773.80	\$22,587.34	\$24,186.46	52%
MONTAL3	225	61	164	\$13,942.62	\$5,713.21	\$8,229.41	59%
	8,752	994	7,758	\$581,424.93	\$207,621.65	\$373,803.28	64%

MONTGOMERY COUNTY 01/01/2014 TO 10/25/2014							
Group ID	Yrly Total Claim Count	Yrly U & C ClaimCount	Yrly Adjusted Claim Count	Yrly Retail Price	Yrly Patient Paid	Yrly Amount Saved	Percentage YTD
MONTAL	8,082	632	7,450	\$636,060.34	\$242,065.89	\$393,994.45	62%
MONTAL2	710	159	551	\$52,963.62	\$23,698.01	\$29,265.61	55%
MONTAL3	97	15	82	\$6,177.61	\$2,732.48	\$3,445.13	55%
	8,889	806	8,083	\$695,201.57	\$268,496.38	\$426,705.19	61%

TOTALS FOR 2013 AND 2014				
	17,641	1,800	15,841	\$1,276,626.50
				\$476,118.03
				\$800,508.47
				63%

Bluewater Broadcasting has begun running the "old" commercials. I very much want y'all to participate in a couple of live interviews to re-launch the cards. We are currently re-distributing the cards and scratch-pads in the county locations. Please tell me the specific locations that you want to mention in the interview and I'll make sure there are extra cards located there.

CARPDC

CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

AUTAUGA, ELMORE & MONTGOMERY COUNTIES

Jiles Williams
Chairman

Greg Clark
Executive Director

November 10, 2014

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

RE: Rural Planning Organization of Central Alabama

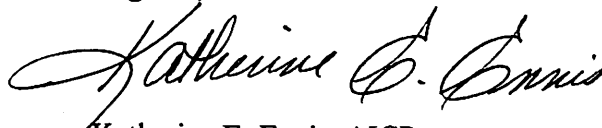
Mr. Mims:

With the end of Commissioner Reed Ingram's service on the Montgomery County Commission, Montgomery County will have an empty seat on the Policy Committee for the Rural Planning Organization (RPO). We would like to request that the County Commission make a new appointment to this Committee at their first possible opportunity. The RPO is a transportation planning process serving the rural areas of Alabama and providing a formal link between ALDOT and local governments.

The Policy Committee will meet approximately quarterly and at this time we are working to establish the Committee's meeting schedule for FY2015. We expect that the first meeting of the fiscal year will take place during the month of November and hope that your new appointment will be able to participate in that meeting. During our meetings we will offer training and informational presentations, and the committee will make recommendations and provide information on potential future projects to be passed on to ALDOT.

We look forward to hearing from you regarding this important position and ask that once an appointment has been made you provide us with the name and contact information of the person selected. If you need additional information please feel free to contact me at (334) 262-4300 or kennis@carpdc.com.

Regards,



Katherine E. Ennis, AICP
Planning Director

cc: Elton N. Dean, Jr., Chairman Montgomery County Commission

MERCHANT CAPITAL

L.L.C.

November 24, 2014

Dear Clients and Friends:

Merchant Capital is pleased to announce a dynamic new business combination which will bring one of the nation's most active underwriters of municipal debt into our markets. The Merchant Capital people, whom you have come to know and trust over our 27 year history, remain – becoming part of a larger business platform which will continue to deliver unsurpassed service and value to our clients.

Stifel, Nicolaus & Company, a St. Louis-based investment banking and brokerage firm, will acquire Merchant Capital's current operations, and together, we will expand our public finance business throughout the Southeast. Additionally, with Merchant Capital's record as a leading underwriter of affordable housing issues in the entire country, we will broaden the company's housing practice nationally. We are excited and energized by this new opportunity. The increased size and scope of our business will offer enhanced products and services for the governmental agencies, higher education institutions, companies, developers, non-profit organizations, and others we assist in their capital needs.

Stifel, Nicolaus was founded in 1890, and with offices throughout the nation and in Europe, now employs over 6,000 people. Stifel is a publicly traded company with 18 consecutive years of record net revenues. In its wealth management business the company has over 2,000 financial advisors with \$173 billion of assets under management. The company has a market capitalization of over \$3 billion, with over \$2 billion in shareholder equity. Net revenues for 2013 exceeded \$1.9 billion.

Active in a wide variety of financial services, Stifel has demonstrated its commitment to the municipal bond industry with recent acquisitions of other investment banking firms specializing in this business. The addition of Merchant Capital will further advance the company's growth in this sector and raise Stifel's national municipal underwriter rankings even higher. *Based on number of issues underwritten the combined Stifel companies would be ranked as one of the top three underwriters of negotiated municipal bond issues nationally, and a top ten firm based on dollar volume, in each of the last three years!*

The business combination is a strategic move for both companies in an ever changing, competitive industry. The partners of Merchant Capital will remain, continuing to manage our group of highly skilled professionals, and are absolutely committed to an on-going philosophy of excellence, growth and dedication to our clients. Given the recognition and value of the brand we have created, our group will operate as Merchant Capital – A Division of Stifel Nicolaus.

We hope you will join us in celebrating this milestone in the evolution of Merchant Capital. We are truly excited about joining Stifel. While we have enjoyed our independence and the accomplishment of building what we believe to be a very special and unique company; this is the right partner and right time to successfully transition Merchant Capital to a larger business platform - providing opportunities for our extraordinary talented people and, most importantly, continuing a tradition of superior services for our valued clients.

Thank you for your support, trust and friendship over the years. We look forward to working with our existing clients and developing new relationships, as we are now even better positioned within the industry to meet your capital needs in the future.

Sincerely,



Thomas Ashley Harris, Chairman & CEO

SPECIALIZING IN
MERCHANT AND INVESTMENT BANKING SERVICES
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FOR IMMEDIATE RELEASE

STIFEL TO ACQUIRE SOUTHEAST-BASED MERCHANT CAPITAL

ST. LOUIS, November 24, 2014 – Stifel Financial Corp. (NYSE: SF) today announced that it has entered into an agreement to acquire Merchant Capital, LLC, a public finance investment banking firm headquartered in Montgomery, Alabama, which together with offices in Atlanta, GA and Columbia, SC, serve the Southeastern market. The strategic combination of Stifel and Merchant Capital is expected to further strengthen Stifel's position in several key underwriting markets in the Southeast.

"The addition of Merchant Capital marks our third public finance acquisition following Stone & Youngberg in 2011 and De La Rosa in April of this year. As we look to build our public and corporate finance expertise nationwide, the Merchant team will further enhance our capabilities in the Southeast. This is a high quality team with a great reputation in the markets they serve," said Ronald J. Kruszewski, Chairman and CEO of Stifel.

Thomas Harris, Chairman and CEO of Merchant Capital, stated, "For twenty-seven years we have dedicated ourselves to the public finance and affordable housing sectors of the economy. We have consistently been ranked as one of the top underwriting firms in the southeast region in public finance, and a leader nationally in affordable housing. We are excited to partner with Stifel to continue providing our clients with an extraordinary level of service, experience, and commitment to success."

All of the senior leadership team from Merchant Capital has executed continuation agreements in support of the combination. Following the close, the Merchant Capital professionals will begin working with and integrating into the Stifel team. Terms of the transaction were not disclosed. Closing is expected to be in December of 2014.

Stifel Company Information

Stifel Financial Corp. (NYSE: SF) is a financial services holding company headquartered in St. Louis, Missouri, that conducts its banking, securities, and financial services business through several wholly owned subsidiaries. Stifel's broker-dealer clients are served in the United States through Stifel, Nicolaus & Company, Incorporated; Keefe Bruyette & Woods, Inc.; Miller Buckfire & Co., LLC; and Century Securities Associates, Inc., and in the United Kingdom and Europe through Stifel Nicolaus Europe Limited; Keefe, Bruyette & Woods Limited; and Oriel Securities Limited. The Company's broker-dealer affiliates provide securities brokerage, investment banking, trading, investment advisory, and related financial services to individual investors, professional money managers, businesses, and municipalities. Stifel Bank & Trust offers a full range of consumer and commercial lending solutions. Stifel Trust Company, N.A. offers trust and related services. To learn more about Stifel, please visit the Company's web site at www.stifel.com.

Merchant Capital Company Information

Merchant Capital, LLC is an independent, regional investment banking firm with a specialized focus on public and corporate finance with offices in Montgomery, Alabama; Atlanta, Georgia; Columbia, South Carolina and Seattle, Washington.

Cautionary Note Regarding Forward-Looking Statements

The information contained in this press release contains certain statements that may be deemed to be "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. All statements in this release not dealing with historical results are forward-looking and are based on various assumptions. The forward-looking statements in this release are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by the statements. Material factors and assumptions could cause actual results to differ materially from current expectations. The Company does not undertake to update forward-looking statements to reflect circumstances or events that occur after the date the forward-looking statements are made. The Company disclaims any intent or obligation to update these forward-looking statements.

Investor Relations Contact

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**UPCOMING BIDS/CONTRACT RENEWALS
FOR THE MONTHS OF
December, 2014 and January 2015, February, 2015**

<u>Contract No.</u>	<u>Item</u>	<u>Dept.</u>	<u>Vendor</u>	<u>Expiration Date</u>
<u>December 2014</u>				
51100-12B-029 (Renewable)	Security Guard Svc.	County Commission	MSF, Inc.	December 31, 2014
<u>January 2015</u>				
None				
<u>February 2015</u>				
51901-12B-032 (Rebid)	Toner Cartridges	Support Services	Rasix Computer Ctr.	February 28, 2015