

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

JANUARY 20, 2015

AGENDA

INFORMATION SESSION

Call to Order Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer
Chief Information and Technology Officer

Comments from Scheduled Attendees:

Founder and Director Michelle Browder of *I Am More Than*
Director of Business & Commercial Development Mac McLeod with the City of
Montgomery, Attorney Riley W. Roby with Balch & Bingham LLP and Lee
Willcoxon with Faircourt Properties, LLC
Montgomery Area Chamber of Commerce Senior Vice President of Corporate
Development Ellen McNair
Director Calvin Brown with Montgomery City/County Emergency Management Agency

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Hall

Pledge of Allegiance Led By Vice Chairman Harris

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of January 5, 2015

CONSENT AGENDA:

Consider Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider District Office Lease Regarding the Office of U.S. Representative Terri Sewell, County Commission
2. Consider Professional Services Agreement with Cavanaugh Macdonald Consulting, LLC, Regarding an Actuarial Study for Other Post-Employment Benefits, County Commission
3. Consider Authorization of Payment to the City of Montgomery for 40% of the Cost of CH2M Hill Task Order Addendum 6 – Coordination of the Agency Agreements, Continued Technical Support, and Meeting Coordination for the Montgomery Downtown Environmental Assessment Project (DEAP), Risk Management
4. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
5. Consider Position Fill Request for Clerk II, Position Number 290002006, Board of Registrars
6. Consider Position Fill Request for Community Corrections Officer, Position Number 300359003, Community Corrections
7. Consider Position Fill Request for Court Security Officer, Position Number 174, Sheriff's Office
8. Consider Travel/Training Requests (19)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

County Extension Coordinator Jimmy Smitherman
Juvenile Court Administrator Bruce R. Howell

Reports from Staff:

Deputy Administrator
County Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

JANUARY 19, 2015

County Holiday (Martin Luther King, Jr.'s Birthday)

JANUARY 20, 2015

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

FEBRUARY 2, 2015

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

FEBRUARY 16, 2015

County Holiday (President's Birthday)

FEBRUARY 17, 2015

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

MARCH 2, 2015

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

MARCH 16, 2015

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

PERSONNEL ACTIONS

Fill action continues for 1 Appraiser I – Appraisal Department
Fill action continues for 2 Appraiser II – Appraisal Department
Fill action continues for 1 Custodial Maintenance Manager – Support Services Department
Fill action continues for 1 Legal Support Assistant – District Attorney’s Office
Fill action continues for 1 Secretary – District Attorney’s Office
Fill action continues for 1 Director – District Attorney Pre-Trial
Fill action continues for 27 Correction Officer Trainees – Detention Facility
Fill action continues for 3 Clerk II – Detention Facility
Fill action continues for 1 Clerk III – Detention Facility
Fill action continues for 1 CREO 1 – Engineering Department
Fill action continues for 1 Administrative Assistant to the County Engineer – Engineering Department
Fill action continues for 1 Clerk III – Personnel Department
Fill action continues for 2 Customer Service Clerk – Probate Judge’s Office
Fill action continues for 1 Clerk III – Probate Judge’s Office
Fill action continues for 2 Assistant Tag & License Supervisors – Probate Judge’s Office
Fill action continues for 1 Customer Service Clerk (Part-Time) – Probate Judge’s Office
Fill action continues for 1 Tag and License Supervisor – Probate Judge’s Office
Fill action continues for 1 Elections Training Coordinator – Probate Judge’s Office (Elections)
Fill action continues for 1 Customer Service Clerk – Revenue Commissioner’s Office
Fill action continues for 1 Records & ID Clerk – Sheriff’s Office
Fill action continues for 1 Court Security Officer – Sheriff’s Office
Fill action continues for 1 Emergency Communication Operator 1/II – Sheriff’s Office
Fill action continues for 1 Court Operations Clerk I – Youth Facility
Fill action continues for 1 Juvenile Probation Officer I – Youth Facility
Fill action continues for 2 Juvenile Detention Officer’s – Youth Facility
Fill action continues for 4 Juvenile Detention Officer’s (Part-Time) – Youth Facility

January 20, 2015

01-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-02-15

Check Number	To	Check Number
250169		250197
Total Checks Paid		\$75,835.08

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

01-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-02-15

Check Number	To	Check Number
250198		250257
Total Checks Paid		\$297,307.32

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

01-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-09-15

Check Number	To	Check Number
250259		250298
Total Checks Paid		\$56,817.88

CHECK #	PAYEE	AMOUNT	DATE
250258	W.W. Grainger, Inc.	\$ 216.15	01-02-15

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

01-20-15 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 01-09-15

Check Number	To	Check Number
250299		250363
Total Checks Paid		\$243,516.19

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
01/09/15**

Payroll Check Number	121829	To	Payroll Check Number	121912	\$ 70,151.02
Direct Deposits					\$ 885,516.20
Payroll Check Number	121913	To	Payroll Check Number	121940	\$ 256,851.91
Direct Deposits					\$ 362,006.21
Federal Deposits					\$ 355,908.68
Total Payroll Paid					\$ 1,930,434.02

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

ELTON N. DEAN, SR.
CHAIRMAN

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

January 15, 2015

Agenda

JAN 20 2015

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: District Office Lease for U.S. Representative Terri Sewell

The Montgomery County Commission agreed at its meeting on January 5, 2015, to place on the next agenda a District Office Lease for Congresswoman Terri A. Sewell for space located in the Montgomery County Courthouse Annex III for the 114th Congress.

I hereby request approval of the lease.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 1 of 3 – 114th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, _____

Montgomery County Commission, 101 South Lawrence Street, Montgomery, AL 36104

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Congresswoman Terri A. Sewell, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 24 x 24 square feet of office space located at 101 South Lawrence Street, Montgomery County Court House Annex 3

(Office street address)

in the city, state and ZIP code of Montgomery, AL 36104

(Office city, state and ZIP)

2. **Lease Amenities.** Note that this checklist is for convenience only and the listed amenities are not required. However, the interior wiring of a CAT 5e or better and broadband internet access to the building will likely expedite the process for the office to be fully operational.

The Lease includes (please check any and complete all that apply):

☐ Telephone Service Available. (interior wiring CAT 5e or better)

☐ Broadband Internet Access to Building. (e.g., COMCAST, COX or like provider)

☒ Parking. ☐ no. of assigned parking spaces ☐ no. of unassigned parking spaces

☒ General off-street parking on an as available basis

☐ Utilities. Includes: _____

☒ Janitorial Services. Frequency: As needed

☐ Trash Removal. Frequency: _____

☐ Carpet Cleaning. Frequency: _____

☐ Window Washing. ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☐ After Hours Building Access.

☐ Office Furnishings. Includes: _____

☐ Cable TV Accessible. If checked, Included in Rental Rate ☐ Yes ☐ No

☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____

Phone Number: _____ Email Address: _____

3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2015 and ending January 2, 2017. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2017, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$0.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 2 of 3 – 114th Congress)

5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 114th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 114th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.
10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

[Signature page follows.]

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease

(Page 3 of 3 – 114th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean Chairman

Print Name of Lessor/Landlord/Company

Congresswoman Terri A. Sewell

Print Name of Lessee

By:

Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

This District Office Lease must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment- Instructions

The District Office Lease Attachment is a 4-page document that must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

Four things are required:

1. the signature of the Landlord and date;
2. the signature of the Member/ Member-Elect of Congress and date;
3. contact information for the person in the Member/ Member-Elect's office whom we should call if there are any problems or questions (scheduler, etc.); and
4. the signature from the Office of the Administrative Counsel.

A few things to keep in mind:

- A. The Member/ Member-Elect is required to personally sign the documents.
- B. The Attachment **SHALL NOT** have any provisions deleted or changed.
- C. Even if rent is zero, an Attachment is still required.
- D. Prior to either party signing a Lease or Amendment, the Member/ Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- E. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999), but the originals still must be submitted by interoffice mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- F. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- G. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

District Office Lease Attachment

(Page 1 of 4 – 114th Congress)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing on page 4 of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

District Office Lease Attachment

(Page 2 of 4 – 114th Congress)

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 114th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, B-245 Longworth House Office Building, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

District Office Lease Attachment

(Page 3 of 4 – 114th Congress)

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 4 of 4 – 114th Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Montgomery County Commission, Elton Dean Chairman

Print Name of Lessor/Landlord

Congresswoman Terri A. Sewell

Print Name of Lessee

By: _____

Lessor Signature

Name:

Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?

Name Chasseny Lewis

Phone (205) 254-1960

E-mail chasseny.lewis

@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease – Instructions

NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease for the 114th Congress may not commence prior to January 3, 2015.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 114th Congress, leases should end on January 2, 2017, not December 31, 2016.

- A. The preamble has three blank lines to be filled in: (1) Landlord's name; (2) Landlord's address; and (3) Member/Member-Elect's name.
- B. Section 1 has three blank lines to be filled in: (1) square footage of the leased office (optional); (2) street address of the leased office; and (3) city, state and ZIP code of the leased office.
- C. Section 2 has boxes that can be checked on whether any lease amenities (such as parking, utilities, janitorial services, trash removal, etc.) are included in the lease. Note that this checklist is only for convenience and the listed amenities are not required. Some of the options have a blank line to be filled in to provide additional information about an amenity.
- D. Section 3 has two blank lines to be filled in: (1) date lease begins (must be on or after January 3, 2015); and (2) date lease ends (must be on or before January 2, 2017).
- E. Section 4 has one blank line for the monthly rent amount (write "zero" if no rent is to be paid).
- F. Section 5 has one blank line – the number of days' notice required for either party to terminate the lease before the end of the term. A standard period is 30 days, but any figure is acceptable. If the lease may not be terminated early, enter "N/A" in this blank.
- G. Sections 1–9, other than filling in the blanks, may not be altered or deleted.
- H. Section 11 has space provided to list any additional lease provisions.
- I. Prior to either party signing a lease, the Member/ Member-Elect must submit the proposed lease, accompanied by a copy of the District Office Lease Attachment for the 114th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the lease are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the lease. Please submit the proposed lease and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- J. **The Member/Member-Elect is required to personally sign the documents. A signed and dated District Office Lease Attachment must accompany this lease.** Once signed by both parties, the Lease and the District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999, but the originals still must be submitted by inter office mail (217 Ford House Office Building, Washington, D.C. 20515) after emailing or faxing.
- K. If approved, Administrative Counsel will send the forms to Finance so that payment can begin. If there are errors on the form, the Member office will be contacted and required to correct them.

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

Agenda

JAN 20 2015

January 6, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Scott Kramer 
Director of Risk Management

SUBJECT: Consideration of GASB 45 Actuarial Study

Every two years, in accordance with GASB 45 (Governmental Accounting Standards Board), an actuarial study is required to determine the County's OPEB (other post-employment benefits) liability. This liability is comprised of retiree healthcare and life insurance benefits. The last study was performed two years ago at a cost of \$9,200 by Cavanaugh MacDonald Consulting. I am recommending this same vendor complete this actuarial study, and I would anticipate the same approximate cost.

I have enclosed the professional services agreement for the Commission's consideration of approval.

cc: Donald L. Mims
Florence Cauthen

PROFESSIONAL SERVICES AGREEMENT

for

Cavanaugh Macdonald Consulting, LLC

THIS CONTRACT is made and entered into between the Montgomery County Commission, Alabama, hereinafter referred to as MCC, and Cavanaugh Macdonald Consulting, LLC hereinafter referred to as the Professional Contractor.

WHEREAS, the Professional Contractor represents that it is qualified, duly authorized and willing to provide the requested services,

NOW THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, or attached, incorporated and made a part hereof, the parties hereto agree as follows:

SECTION 1 - SCOPE OF WORK: The Professional Contractor shall perform such services as required by MCC to complete the work as defined in Attachment A - Scope of Work, and shall provide all labor, materials, equipment, and services necessary to perform and complete in an acceptable manner the tasks contemplated or otherwise required herein.

SECTION 2 - TIME FOR BEGINNING AND COMPLETION: The Professional Contractor shall not begin any work under the terms of this Contract until authorized to do so by MCC. All work under this Contract shall be completed between the date authorized to begin work and the completion time frame specified in Attachment B Terms and Conditions, attached and made a part of this Contract. The established completion time frame for the tasks and the entire contract period shall not be extended because of any delays attributable to the Professional Contractor, but may be extended by MCC in the event of a delay attributable to MCC, or because of unavoidable delay caused by an act of nature or governmental actions or other conditions beyond the control of the Professional Contractor. Any extension agreed upon by the parties must be in writing, signed by both parties, and incorporated as a Change Order to this Contract.

SECTION 3 - PAYMENTS: The Professional Contractor agrees to perform all of the work set forth in Attachment A Scope of Work according to the Pricing Schedule specified in Attachment B Terms and Conditions hereto. Such compensation shall constitute full and complete payment for work performed and/or services rendered and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals necessary to complete all of the work. It is understood that this is a fixed amount, limited as set out in Attachment B, and will not be increased because of any difference between the estimated and actual costs of performing the work required by this Contract.

The basis of payments (hourly rate, lump sum, etc.) is also specified in Attachment B. Payments shall be made up to the Contract Amount upon receipt of invoices and progress reports prepared by the Professional Contractor and submitted to MCC not more often than monthly for the duration of the Contract. Payment of any amounts due under the Contract shall not relieve the Professional Contractor of the obligation to perform all the work set forth in Attachment A Scope of Work in a satisfactory manner.

Invoices must include the following information: invoice date; MCC's Contract title; the period of time for which services are being invoiced; a summarized description of the work performed for which payment is requested; and an itemization of reimbursable expenses, if applicable. Documentation must be attached for reimbursable expenses as follows: backup documentation for any reimbursable expense items being invoiced and sub-Professional Contractor invoices, regardless of the amount. All payments shall be processed by MCC within thirty (30) days after accurate billing and backup documentation are received by MCC. Invoices shall be mailed to the attention of MCC's Risk Manager as specified in Attachment B hereto.

SECTION 4 - RESTRICTIONS UPON TRANSFER: The Professional Contractor shall not assign or subcontract any of its rights or obligations under this Contract or subcontract, or transfer any services, obligations, or interest in this Contract unless the Professional Contractor's intent to issue such assignment or subcontract was included in the Professional Contractor's application or plan to provide services or is specifically approved in writing by MCC, as referenced in Attachment B. Any such approved assignment or subcontract shall be subject to each provision of this Contract and any procurement procedures required by MCC, the State of Alabama, or the United States. In the event of any approved subcontract, MCC shall continue to hold the Professional Contractor responsible for proper performance of the Professional Contractor's obligations under this Contract.

In the event that the Professional Contractor enters into a subcontract for work or services to be provided under this Contract, the Professional Contractor shall cause all applicable provisions of this Contract to be inserted in all its subcontracts.

SECTION 5 - DISPUTES: If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and the Professional Contractor.

SECTION 6 - COMPLIANCE WITH LAWS: In performing the work and providing the services under this Contract, the Professional Contractor shall comply with all applicable laws of the United States, the State of Alabama; and the City of Montgomery; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof. Such provisions include, but are not necessarily limited to:

- A. **Anti-lobbying Certification:** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Professional Contractor, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Professional Contractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Professional Contractor further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients and subcontractors shall certify and disclose accordingly.

- B. **Nondiscrimination/Equality of Opportunity:** The Professional Contractor shall comply with applicable non-discrimination and equal opportunity provisions of the laws and regulations of the United States, the State of Alabama, and the City of Montgomery.
- C. **Compliance with Federal Section 3 Requirements:** In order to meet MCC's goal of economic opportunity for lower-income persons, the Professional Contractor agrees to abide by the terms and

conditions of this Section, established pursuant to the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 (hereinafter referred to as Section 3).

1. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Contract shall comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Professional Contractor agrees to send to each labor organization or representative of workers with which the Professional Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Professional Contractor's commitments under this Section 3 clause, and will post copies of the notice in a conspicuous place at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Professional Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Professional Contractor will not subcontract with any subcontractor where the Professional Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Professional Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Professional Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Professional Contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD-assisted contracts.
7. With respect to work performed in connection with Section 3-covered Indian Housing Assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).
8. If the Professional Contractor is a Section 3 business and was selected by MCC based on evaluation points assigned under the Section 3 business preference requirements of the

solicitation for committing to subcontract more than 25% of the dollar amount of all subcontracts to Section 3 businesses, the Professional Contractor agrees to meet the Section 3 subcontracting commitment. Failure of the Professional Contractor to fulfill the Section 3 subcontracting commitment shall be deemed a material breach of contract, which may result in MCC taking any or all of the following actions: (1) demanding specific performance of the subcontracting plan; (2) withholding from contract payments the dollar amount of any or all subcontracts that were to have been awarded to Section 3 businesses or such lesser amount as may be appropriate, (3) withholding any liquidated damages that MCC may incur as a result of the Professional Contractor's failure to comply with its Section 3 commitment and subcontracting plan; and (4) declaring the Professional Contractor ineligible to compete for, or participate in, any MCC contract for a period of five years from the date of close out of the contract in which the Section 3 subcontracting commitment was made.

- D. Clean Air and Water: On federally-funded contracts in excess of \$100,000, consistent with the provisions of 24 CFR 85.36(i)(12), the Professional Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These provisions shall also apply to any subcontract of the Professional Contractor in excess of \$100,000.
- E. Energy Efficiency: When applicable, the Professional Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this Contract is performed.
- F. Licenses: Professional Contractor will obtain and maintain all required licenses, including but not limited to those required by the City of Montgomery. A copy of such will be provided to MCC. All such licenses are to be current throughout the term of this agreement.

SECTION 7 - EXTRA WORK: MCC may desire to have the Professional Contractor render services in connection to this project in addition to the items specified in Attachment A - Scope of Work. Such services shall be considered to be extra work and will be specified in a Change Order to this Contract, which shall set forth the nature and scope of the additional work as well as the level, maximum amount and methods of compensation to the Professional Contractor for the additional work to be performed. Such additional services shall not be initiated until a Change Order authorizing such work is executed.

In the event that MCC may desire to have the Professional Contractor render additional services, the Professional Contractor shall provide supporting cost information in sufficient detail to permit MCC to perform the required cost or price analysis required pursuant to 24 CFR 85.36 (f) prior to the issuance of a Change Order for such services.

SECTION 8 - INDEMNIFICATION: The Professional Contractor agrees to indemnify and hold MCC, its agents, employees and Commissioners harmless from any and all suits, claims, costs, including claims for wages and employment benefits, taxes or liabilities of any sort, including costs and expense for, or on account of injuries or damages arising from acts or omissions of the Professional Contractor committed in connection with the services to be provided pursuant to this Contract. If an action is brought against MCC, which action arises from services provided pursuant to this Contract, the Professional Contractor shall, upon notice, defend same at its sole cost. The Professional Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees or agents.

SECTION 9 - INSURANCE:

A. General Requirements:

1. Prior to undertaking any work under this Contract, the Professional Contractor shall procure and maintain continuously for the duration of this Contract, at no expense to MCC, insurance coverage as specified below, in connection with the performance of the work of this Contract by the Professional Contractor, its agents, representatives, employees and/or subcontractors.
2. The Professional Contractor's insurance shall be primary as respects MCC, and any other insurance maintained by MCC shall be excess and not contributing insurance with the Professional Contractor's insurance.
3. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, the Professional Contractor's Commercial General Liability and Commercial Automobile Liability insurance coverage shall apply as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.
4. Failure of the Professional Contractor to fully comply with the insurance requirements of this Contract will be considered a material breach of contract and, at the option of MCC, will be cause for such action as may be available to MCC under other provisions of this Contract or otherwise in law, including immediate termination of the Contract.

B. Required Insurance Coverage: The following are the types and amounts of insurance coverage that must be maintained by the Professional Contractor during the term of this Contract. The Professional Contractor must provide acceptable evidence of such coverage prior to beginning work under this Contract.

1. Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an occurrence form, with the following minimum coverage:

\$1,000,000 each occurrence, and
\$1,000,000 aggregate

Coverage shall extend to cover the use of all equipment on the site or sites of the work of this Contract. In the event that the services to be provided under this Contract involve the Professional Contractor's contact with minor children, the Professional Contractor shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under the policy. Acceptable evidence of sexual misconduct coverage must include an endorsement and policy excerpt(s) and is subject to approval by MCC's Risk Manager and/or Executive Director.

2. Employers Liability. A policy of Employers Liability insurance endorsement with the following minimum coverage:

\$1,000,000 each accident

3. Commercial Automobile Liability Insurance. A policy of Commercial Automobile Liability Insurance, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form or equivalent, with the following minimum coverage:

\$1,000,000 combined single limit coverage

4. Professional Liability Insurance: A policy of Errors and Omissions Liability Insurance appropriate to the Professional Contractor's profession. Coverage should be for a professional error, act, or

omission arising out of the scope of work as described in Attachment A Scope of Work, with the following minimum coverage:

\$1,000,000 per Claim/Aggregate

If the Professional Liability Insurance policy is written on a claim made form, the Professional Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended reporting period for a minimum of three years from the date of completion of the work authorized by the Contract. In the event that the Professional Contractor is authorized to engage subcontractors, each subcontractor shall provide evidence of separate professional liability coverage equal to the levels specified above, unless such requirement is waived in writing by MCC.

5. Workers Compensation. A policy of Workers Compensation. As respects Workers Compensation insurance in the State of Alabama, the Professional Contractor shall secure its liability for industrial injury to its employees in accordance with the Workers' Compensation Act of Alabama (Act). If the Professional Contractor is qualified as a self-insurer in accordance with the Act, the Professional Contractor shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-insured, and setting forth the limits of any policy of excess insurance covering its employees, or any similar coverage required.
- C. Additional Insured Endorsement: The Montgomery County Commission must be named as an Additional Insured on a primary and non-contributory basis on all Commercial General Liability policies of the Professional Contractor. A policy endorsement must be provided to MCC as evidence of additional insured coverage.
- D. Proof of Insurance and Insurance Expiration:
 1. The Professional Contractor shall furnish certificates of insurance and policy endorsements as evidence of compliance with the insurance requirements of the Contract. Such certificates and endorsements must be signed by a person authorized by that insurance company to bind coverage on its behalf.
 2. The Professional Contractor shall include all subcontractors at any tier as insured's, and ensure that the Professional Contractor's coverage of subcontractors under the Professional Contractor's policies is not excluded by any policy provision or endorsement. Alternatively, the Professional Contractor shall:
 - a.) Obtain from each subcontractor not insured under the Professional Contractor's policy or policies of insurance, evidence of insurance meeting all the requirements of this Contract, and
 - b.) Maintain such evidence on file for a period of one year after the completion of this Contract and, upon request, submit such evidence to MCC for examination.
 3. The Professional Contractor's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to MCC. The Professional Contractor shall not permit any required insurance coverage to expire during the term of this Contract.
 4. MCC reserves the right to require complete, certified copies of all required insurance policies at any time during the term of this Contract, or to waive any of the insurance requirements of this Contract at its sole discretion.
- E. Carrier Review and Approval Authority: Insurance policies, deductibles, self-insured retentions, and insurance carriers will be subject to review and approval by MCC. All insurance shall be carried with

companies that are financially responsible. Generally, except for Professional Liability Insurance coverage, all carriers of insurance or reinsurers must have and maintain a rating of A VII or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers who do not have a rating of A VII or better may not be used without written approval of MCC's Risk Manager. All carriers or reinsurers of Professional Liability (Errors and Omissions) Insurance must have and maintain a rating of "B+VII" or better as identified in the *A. M. Best Insurance Rating Guide*, most recent edition. Insurance carriers or reinsurers for Professional Liability Insurance who do not have a rating of "B+VII" or better may not be used without written approval of MCC's Risk Manager.

SECTION 10 - NOTICE REQUIREMENTS: Whenever notice is required to be given under this Contract, it shall be given in writing, and such notice shall be given by certified or registered mail to the addresses specified in Attachment B to this Contract or to such subsequent respective addresses as either party may hereafter designate in writing.

Notice sent by mail shall be deemed to have been given three (3) days after proper mailing, and the postmark affixed by the U. S. Post Office shall be conclusive evidence of the date of mailing. Approvals, where required by this Contract, shall be effective in the same manner.

SECTION 11 - STATUS OF PROFESSIONAL CONTRACTOR AND EMPLOYEES:

- A. **Non-Representation:** Neither the Professional Contractor, the Subcontractor, employees, agents, or volunteers of the Professional Contractor or Subcontractor, shall be deemed or represent themselves as employees of MCC or the grantor funding this project on account of the services performed in connection with this Contract.
- B. **Involvement of Former MCC Employees:** The Professional Contractor agrees to inform MCC of any former MCC employee who terminated MCC employment in the last twelve (12) months prior to execution of any project specific contract, and who will be working on or subcontracting for any of the work. The Professional Contractor further agrees that no work will be done by a former MCC employee who terminated MCC employment in the last twelve (12) months prior to execution of any project specific contract, and who, in the course of official MCC duties, was involved in, participated in or acted on any matter related to this Contract.
- C. **No Conflict of Interest:** The Professional Contractor confirms that the Professional Contractor does not have a business interest or a close family relationship with any MCC employee who was, is, or will be involved in the Professional Contractor selection, negotiation, drafting, signing, administration, or evaluating the Professional Contractor's performance. As used in this section, the term "Professional Contractor" shall include any employee of the Professional Contractor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an MCC employee described above.

SECTION 12 - TERMINATION FOR CONVENIENCE AND DEFAULT:

- A. MCC may terminate this Contract in whole, or from time to time in part, for MCC's convenience or the failure of the Professional Contractor to fulfill the contract obligations (default). MCC shall terminate by delivering to the Professional Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Professional Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to MCC all information, reports, papers, and other materials accumulated or generated in performing this Contract, whether completed or in process.

- B. If the termination is for the convenience of MCC, MCC shall be liable only for payment for services rendered before the effective date of the termination.
- C. If the termination is due to the failure of the Professional Contractor to fulfill its obligations under the Contract (default), MCC may (1) require the Professional Contractor to deliver to it, in the manner and to the extent directed by MCC, any work as described in subparagraph A(2) above, and compensation be determined in accordance with the Extra Work section of this Contract; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Professional Contractor shall be liable for any additional cost incurred by MCC; and (3) withhold any payments to the Professional Contractor, for the purpose of set-off or partial payments, as the case may be, of amounts owed MCC by the Professional Contractor.
- D. If, after termination for failure to fulfill contract obligations (default), it is determined that the Professional Contractor had not failed, the termination shall be deemed to have been effected for the convenience of MCC, and the Professional Contractor shall be entitled to payment as described in paragraph B above.
- E. Any disputes with regard to this section are expressly made subject to the terms of the Disputes section of this Contract.

SECTION 13 - OWNERSHIP: All records, reports, documents and other materials produced in connection with or provided to MCC under the terms of this Contract shall become the exclusive property of MCC, and shall not be reproduced by or used by the Professional Contractor without the express written consent of MCC.

SECTION 14 - ROYALTIES AND PATENTS: The Professional Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall hold MCC harmless from loss on account thereof; except that MCC shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Professional Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Professional Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Professional Contractor shall promptly notify the Executive Director. Failure to give such notice shall make the Professional Contractor responsible for resultant loss.

SECTION 15 - AUDITS AND RECORDS RETENTION:

- A. MCC, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Contract, have access to and the right to examine any of the Professional Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and transcriptions.
- B. The Professional Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as in paragraph (a) above. Subcontract, as used in this clause, excludes contracts not exceeding \$10,000.
- C. The periods of access and examination in paragraphs A and B above for records relating to litigation or settlement of claims arising from the performance of this Contract, or costs and expenses of this Contract to which MCC, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.

SECTION 16 - RENEWALS AND EXTENSIONS: The parties may mutually agree to extend the Contract. Upon the completion of the extended date of this Contract, this Contract will expire unless the parties execute a Change Order extending the term of the Contract.

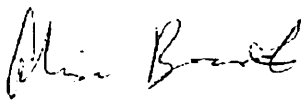
SECTION 17 - COMPLETE CONTRACT: This Contract (including Attachments to the Contract), together with MCC's solicitation materials (if applicable), and the Professional Contractor's response to the solicitation (if applicable), contain all covenants, stipulations and provisions agreed upon by the parties. In the event of inconsistencies in language between these documents, the order of precedence shall first be the Contract (including Attachments to the Contract), then MCC's solicitation materials, and finally the Professional Contractor's response to the solicitation. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a Change Order to this Contract.

SECTION 18 - EXECUTION AND ACCEPTANCE: This Contract may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Professional Contractor does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this Contract.

IN WITNESS WHEREOF, this the _____ day of _____, _____, the parties hereto have executed this Contract by having their representatives affix their signatures below.

Cavanaugh Macdonald Consulting, LLC

Montgomery County Commission
Alabama

By: 

By: _____

Alisa Bennett, Principal

By: _____

Elton Dean, Chairman

SCOPE OF WORK

RFP - PART IV - SCOPE OF SERVICE

In accordance with the Governmental Accounting Standards Board ("GASB") issue Statement Nos. 43 and 45 which together, profile the liability measurement and disclosure requirements for "Other Post-Employment Benefits" (OPEB). The Montgomery County Commission (MCC) wishes to participate in the Joint Actuarial Study Program offered through the Alabama State Employees Insurance Board (SEIB). It is understood that Cavanaugh Macdonald Consulting, LLC has been selected as the actuarial firm to perform the study.

The GASB standards for OPEB plan accounting require public sector employers such as the Governmental Entities to begin to accrue the cost of retiree Other Post Employment Benefits. Employers must calculate an "Annual Required Contributions: (ARC), consisting of two components: a normal cost (the Portions of the present value of total projected benefits assigned to the current year by the actuarial cost method used by the employer) plus an amortization component (the amount necessary to amortize the total unfunded actuarial accrued liability for its OPEB obligations).

Purpose of Actuarial Study

The actuarial study performed by the Consultant shall provide information to enable MCC to:

- a. Manage the costs and liabilities associated with their retirees OPEB;
- b. Communicate the financial implications of retiree OPEB to MCC Executive staff, Board of Directors, external auditors and other external parties;
- c. Comply with GASB 12 and with GASB 43 and 45 accounting standards related to OPEB.

Minimum Requirements of Actuarial Study

The actuarial study, using GASB 43 and 45 standards, shall include the following:

1. Actuarial value of benefits, separately identifying amounts for actives and retirees, including:
 - a. Present Value of Future Benefits;
 - b. Actuarial Accrued Liability;

- c. Plan Assets and Unfunded Actuarial Accrued Liability (“UAAL”); and
 - d. Normal Cost Implicit rate subsidy, if any, and impact on OPEB liability.
- 2. Analyze the establishment and timing of a trust and the impact on interest rate assumptions.
- 3. GASB 45 accounting information and draft footnote, including:
 - a. Annual Required Contributions (“ARC”), as a dollar amount and percentage of payroll, identifying (1) Normal Cost and (2) the outstanding balance and amortization amount for each component of the UAAL;
 - b. Annual OPEB Cost (“AOC”), as a dollar amount and percentage of payroll; and
 - c. Reconciliation of Net OPEB Obligation (“NOO”) during the current year, and projected NOO at end of year.
- 4. Information to assist the MCC in future budgeting, including:
 - a. ARC to fund retiree benefits over the working lifetime of eligible employees; and
 - b. Recommendations (as appropriate) on managing the liability.
- 5. Description of:
 - a. Plan provisions, including groups(s) covered and benefits valued;
 - b. Actuarial methods, including actuarial funding method and UAL amortization policy;
- 6. Actuarial certifications, including indication of compliance with Actuarial Standards of Practice No. 41 “Actuarial Communications” and American Academy of Actuaries “Prescribed Proposal of Actuarial Opinion”
- 7. Additional Services: 2016 Actuarial Equivalence Attestation of the Prescription Drug Plan of the Montgomery County Commission.

Attachment B

TERMS AND CONDITIONS

Project Completion Date (Section 2 of the Contract): 10 to 12 weeks of receipt of all requested information	Contract Amount (Section 3 of Contract): See Pricing Schedule below for OPEB valuation. The RDS Attestation fee is \$3,000.
Basis of Payment (hourly rate, lump sum, etc.) (Section 3 of Contract): Lump sum upon completion of Actuarial Study.	
Subcontractors or Sub-Professional Contractors Authorized: N/A	
Name and Address of MCC's Risk Manager or Executive Director: Scott Kramer, Risk Manager	
Professional Contractor's Name and Address for Delivery of Notices Cavanaugh Macdonald Consulting, LLC 3550 Busbee Parkway, Suite 250 Kennesaw, Georgia 30144	MCC's Name and Address for Delivery of Notices Montgomery County Commission Risk Manager P.O. Box 1667 Montgomery, Alabama 36102

Pricing Schedule		
	In ERS and LGHIP	All Others
Base Fee		
▪ Less than 20 active/retired participants	\$3,500	\$4,500
▪ 20-49 active/retired participants	\$4,500	\$5,500
▪ 50-99 active/retired participants	\$5,000	\$6,000
▪ 100 or more active/retired participants	\$5,500	\$6,500
Per Participant Fee		
▪ Less than 50 active/retired participants	\$5.00	\$5.00
▪ 50-99 active/retired participants	\$4.00	\$4.00
▪ 100-249 active/retired participants	\$3.25	\$3.25
▪ 250-499 active/retired participants	\$2.75	\$2.75
▪ 500 or more active/retired participants	\$2.50	\$2.50



Haskell|Slaughter

attorneys at law

MONTGOMERY OFFICE

305 South Lawrence Street • Montgomery, Alabama 36104

Post Office Box 4660 • Montgomery, Alabama 36103-4660

t. 334.264.7945 • f. 334.265.8573

www.hsy.com

TTC

MEMORANDUM

April 29, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Cavanaugh Macdonald Consulting, LLC
Professional Services Agreement

I have reviewed your April 29, 2013 memorandum and Scott Kramer's e-mail to you regarding the above referenced agreement. I also reviewed the Professional Services Agreement by and between Montgomery County Commission and Cavanaugh Macdonald Consulting, LLC for performing an actuarial study, which is required every other year by the Examiners.

This agreement has the standard dispute language used by Montgomery County and the required indemnification paragraphs. However, on page 9 of the agreement, it shows Scott Kramer signing for The Housing Authority of the City of Montgomery, Alabama which is incorrect. It is my legal opinion that Chairman Elton Dean should sign on behalf of Montgomery County Commission and this correction should be done prior to signing. I have no other corrections and I find the agreement legal and binding upon all the parties. Also in that this is a professional service, this item does not need to be let out for bids.

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

50051-317
4781220_1

01:11:00

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

Agenda

JAN 20 2015

January 6, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Authorize Payment to the City of Montgomery for 40% of the cost of CH2M Hill Task Order Addendum 6 – Coordination of the Agency Agreements, Continued Technical Support, and Meeting Coordination for the Montgomery Downtown Environmental Assessment Project (DEAP)

Director of Risk Management Scott Kramer briefed the Commission at the January 5, 2015, meeting concerning a request from the City of Montgomery for the County to authorize payment to the City for 40% of the cost of CH2M Hill Task Order Addendum 6 – Coordination of the Agency Agreements, Continued Technical Support, and Meeting Coordination for the Montgomery Downtown Environmental Assessment Project (DEAP). The total cost of Task Order Addendum 6 is \$29,697, with the City paying the remaining 60%. The County's portion of the cost would be \$11,879. The Commission agreed to place this item on the January 20, 2015, agenda.

I am requesting approval of this payment.

DLM/tn

Attachment



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 4121 Carmichael Road; Suite 400; Montgomery, AL 36106

CH2M HILL'S PROJECT NO.: 464649

PROJECT NAME: Task Order Addendum 6 – Coordination of the Agency Agreements, Continued Technical Support, and Meeting Coordination for the Montgomery Downtown Environmental Assessment Project (DEAP)

CLIENT: City of Montgomery, Alabama (The City)

CLIENT'S ADDRESS: 103 North Perry Street; Montgomery, AL 36101

Scope of Services

This Task Order Addendum includes the labor and expenses associated with continuing to assist the city with the management of the Downtown Environmental Assessment Project (DEAP). In particular, this task order provides: 1) overall coordination of the Downtown Environmental Alliance (DEA) agreement and agency agreements; 2) continued technical support for work planning with lead agency; and 3) meeting coordination for the DEAP. As part of this addendum, the following work elements will be performed:

- CH2M HILL will continue to coordinate with the DEA in order to facilitate the formation of the necessary agreements that were outlined in the EPA's May 13, 2014 Letter, which granted conditional approval for the deferral of the site to Alabama Department of Environmental Management (ADEM). The agreements that the letter discussed were the Site Participation Agreement (SPA) and the Past Costs Agreement (PCA), which must be agreed to by the members of the DEA; and the ADEM-DEA Voluntary Clean-up Agreement (VCA), which must be signed by ADEM and the DEA (once it is formed by execution of the SPA). Two environmental professionals (project manager and one senior consultant) will coordinate and attend bi-weekly conference calls with members of the DEA to facilitate discussions and reviews of these agreements, which will allow the legal team members of the DEA to discuss the agreements and come to an agreement on the content and scope of these agreements. These bi-weekly meetings will begin in January 2015 and continue through March 2015 or as needed to facilitate the finalization of these agreements; a total of six (6) one-hour conference calls are assumed. CH2M HILL will also coordinate for one staff member (one senior consultant from our Montgomery office) to attend one in-person meeting (currently planned for mid-January 2015) with the DEA and EPA in Atlanta, GA to discuss the PCA, and to facilitate the terms of the cost recovery negotiations.
- CH2M HILL will also provide technical support for the City's efforts to revise and finalize the ADEM-DEA VCA through discussions with ADEM. This task will include three environmental professionals (project manager, one senior consultant, and a hydrogeologist) working with the DEA to make necessary revisions and to negotiate with ADEM (the lead agency moving forward with the project) for their acceptance of the VCA. It is assumed that CH2M HILL will plan to attend one (1) in-person meeting with ADEM in Montgomery, AL (approximately 4 hours for the meeting and 4 hours for meeting preparation time) to present the draft VCA and gain ADEM feedback for possible changes and additions to the VCA. CH2M HILL will also coordinate with the technical team members of the DEA regarding the ADEM feedback and facilitate the negotiations with the DEA and ADEM to agree upon the terms of the VCA. The desired result of this subtask is to finalize the VCA between the DEA and ADEM, so that formal work planning and field work can commence.
- CH2M HILL will also prepare for two staff members to attend the next meeting (assumed to be up to 4 hours in duration) in late January 2015 with the DEA to update the DEA on the progress of the agreement negotiations and technical negotiations with ADEM. The two environmental professionals (project manager and one senior consultant) will prepare the necessary agendas, presentations, and other meeting materials for these meetings. In addition, CH2M HILL will provide as-needed consulting in support of this meeting. CH2M HILL has also budgeted for up to 4 hours of the project manager and senior consultant time to provide pre-meeting and post-meeting support and other organizational and regulatory consulting associated with operation of the DEA. CH2M HILL has also budgeted for the necessary supporting staff (editors, production staff) to finalize the meeting materials. CH2M HILL also assumes that all meeting materials will be submitted via electronic format to the City for review. As with past meetings on this project, CH2M HILL also assumes no meeting minutes will be prepared following the meetings (only meeting notes).
- CH2M HILL will also provide technical support for an independent review of the recently performed Phase I and Phase II Environmental Site Assessments (ESAs) at the "North Inlet Property" adjacent to Cypress Creek and North of the of the DEA project area. CH2M HILL will budget for 4 hours of each of three environmental professionals (project manager, one senior consultant, and a hydrogeologist) to provide continued technical review and consulting support for this effort.

Compensation

Compensation by CLIENT to CH2M HILL will be on a cost reimbursement basis and will be based on salary costs plus 115 percent of salary costs plus direct expenses. There will be a 5-percent markup placed on any subcontractor or outside service. The additional budget needed to complete the Scope of Services above is expected to be **\$29,697**, which will be in addition to the current contracted amount of \$274,415. Therefore, the new total cost for this Project will be **\$304,112**.

Schedule

Assuming Notice-to-Proceed is received by January 5, 2015, the following schedule is proposed:

- Bi-weekly Conference Calls with DEA to discuss agreement progress – January 2015 through March 2015 (total of six [6] calls).
- Prepare for and attend a one-day meeting with EPA to discuss agreements and cost recovery – tentatively scheduled for mid-January 2015.
- Prepare for and attend one meeting with ADEM to discuss VCA and technical path forward – tentatively scheduled for early to mid-January 2015.
- Prepare for and attend one in-person DEA meeting for routine project updates – Tentatively scheduled for Late January 2015.

Other Terms

CH2M HILL will monitor progress of the project and inform the CLIENT of deviations from the scope that may cause adjustments to the budget and/or work effort, if deemed necessary. CH2M HILL is not obligated to incur costs beyond the indicated budget ceiling, as may be adjusted, nor is the CLIENT obligated to pay CH2M HILL beyond these limits.

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL ENGINEERS, INC.:

Signature _____

Name (printed) _____

Title _____

Date _____



J. P. Martin

Vice President

12/29/14

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.

4. Subcontracts and Direct Expenses

When Services are performed on a cost reimbursement basis, a markup of 5 percent will be applied to subcontracts and outside services and a markup of zero percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Standard of Care

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.

7. Termination

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

8. Payment to CH2M HILL

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

9. Limitation of Liability

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.

10. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.

11. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.

12. Materials and Samples

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.

13. Assignments

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.

14. Integration

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.

15. Force Majeure

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.

16. Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

17. Changes

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

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

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www.mc-ala.org

Agenda

JAN 20 2015

January 20, 2015

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

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

** C-2015-27: Rescind Appropriation to Homeview Family Life Center, for Educational Programs - \$1,000; (Williams)

NOTE: Rescinded to change organization to the proper name.

C-2015-40: Homeview Holistic Community Family Health Center, for Educational Programs - \$1,000; (Williams)

NC-2015-77: City of Montgomery, to be used by BONDS to Support Bellwood East Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

NC-2015-78: City of Montgomery, to be used by BONDS to Support Carriage Hills Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

NC-2015-79: City of Montgomery, to be used by BONDS to Support Vaughn Meadows, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

DLM/tll



BOARD OF REGISTRARS MONTGOMERY COUNTY

Agenda

JAN 20 2015

MEMORANDUM

DATE: December 18, 2014

TO: Donald L. Mims, Administrator
Montgomery County Commission

FROM: George M. Noblin, Chairman
Montgomery County Board of Registrars *GMN*

RE: Request to Fill Employee Vacancy

As per the attached retirement notice from Mary E. Duncan, Clerk II, indicating that her last day of employment will be December 31, 2014, this is to request that the Board be allowed to proceed with a Position Fill Request form for a Clerk II position (A02-Step 1, with an annual salary of \$22,485) to seek a replacement for this vacancy.

This position is extremely important to the operation of this Board, which conducts voter file maintenance on a daily basis for the more than 141,000 Registered Voters in Montgomery County. This particular Clerk, in addition to performing the full range of voter file maintenance duties, including performing newly mandated Photo Voter ID Card transactions, also handles all death notices and notifications with respect to registrants moving in and out of the state.

It would be greatly appreciated if this matter could be added to the agenda for the next Montgomery County Commission meeting. The appropriate Position Fill Request form for further action pending approval by the Commission is herewith attached.

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Board of Registrars

DEPARTMENT HEAD: George Noblin

SUPERVISOR: George Noblin

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 Clerk II

Position Number 290002006

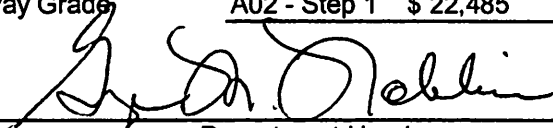
Proposed Effective Date January 5, 2015

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade A02 - Step 1 \$ 22,485


Department Head

Date 12-18-14

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 _____

P.O. Box 1667

Montgomery, Alabama 36102

**Montgomery
County
Commission**

DATE: 12-01-2014

EMPLOYEE NAME Mary E Duncan

DEPARTMENT: Board of Registrars

☒ Please be advised that the above named employee has applied for regular retirement benefits effective 1-1-2015.

☐ Please be advised that the above named employee has applied for disability retirement benefits effective _____.

☐ **PLEASE BE ADVISED** that the above named employee has applied to convert his/her unused sick leave to retirement service; therefore NO SICK HOURS ARE TO BE PAID.

Mary E. Duncan
EMPLOYEE SIGNATURE

12-01-2014
DATE

[Signature]
ELECTED OFFICIAL/APPOINTED AUTHORITY SIGNATURE

12-4-14
DATE

PLEASE SIGN AND RETURN THIS FORM TO LISA HERRING IN THE PAYROLL DEPARTMENT

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

January 7, 2015

Agenda

JAN 20 2015

TO: Montgomery County Commission
CC: Donnie Mims – County Administrator
Montgomery County, Alabama

RE: Request to Fill Staff Vacancy for 1 Community Corrections Officer

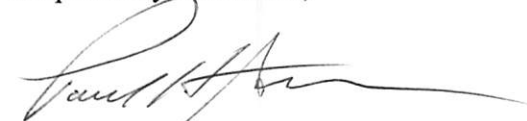
Dear Commissioners:

Please find attached a Position Fill Request to fill a position vacated by the resignation of a Community Corrections Officer. I briefed the Commission on Monday, January 5, 2014 during the Information Session regarding the need to fill this position. This position is fully funded in this fiscal year's personnel budget and would not require a change or increase in the Community Corrections budget.

This requested position is considered critical to maintain operational efficiency in the Jail and Prison Diversion Caseloads and to maintain a Staff to offender ratio that allows for our felony jail/prison Case Managers to meet the Alabama Department of Corrections minimum standards. A fully staffed Jail/Prison Diversion Program helps us to support the Courts and the criminal Justice system and helps to fulfill our mission in support of public safety. Additionally, the requested position is necessary for the Community Corrections Department to meet the objectives in our current FY14-15, contract for services between the MCCPCA Board and the Alabama Department of Corrections – Division of Community Corrections. The Community Corrections Department is expected to receive in excess of \$360,000 reimbursement from the State of Alabama Department of Corrections for the offender supervision services provided by this position and other specifically designated Community Corrections Officers.

I respectfully request that this request be placed on the Commission Agenda for consideration and I further request that the Commission approve this Position Fill Request at the Regular Scheduled Commission Meeting on the 20th of January, 2015.

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

PAUL BROWN - EXECUTIVE DIRECTOR

(334) 832-7730 • FAX (334) 832-7176

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

6-1

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: **Community Corrections**

DEPARTMENT HEAD: **Paul H. Brown**

SUPERVISOR: **Paul H. Brown**

COMPLETED ACTION DATES

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

1. POSITION TITLE: **Community Corrections Officer**

POSITION NUMBER: **300359003**

PROPOSED EFFECTIVE DATE: **February 16, 2015**

TYPE OF APPOINTMENT **(XX) Permanent**

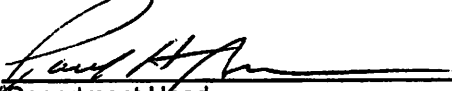
() Temporary

RECRUITING

() PROMOTIONAL REGISTER **() TRANSFER**

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

PAY GRADE: **A06 -1** **\$35,600**



Department Head

12/22/14

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** _____
() Payroll entered by _____

Date _____
Date _____

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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

Agenda

JAN 20 2015

January 6, 2015

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Court Security Officer from the Sheriff's Office

The Montgomery County Commission, at its meeting on January 5, 2015, agreed to place a Position Fill Request for Court Security Officer, Position Number 174 from the Sheriff's Office on the next agenda.

I am requesting approval of this item.

DLM/tn

Attachment

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Court Security Officer

Position Number 174

Proposed Effective Date December 22, 2014

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$28,223 - \$40,175 (A04)

D T Marshall

Date December 10, 2014

Department Head DMC

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 _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 20 2015

Request # 2

Date: January 8, 2015
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: February 8, 2015 Return Date: February 11, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Alabama Tax Administrators Association, Mid-Winter Conference

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

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

Total (est.) Cost: \$2,532.80 Advance Registration Required: \$400.00
Department Name: Revenue Commission Fund Name: General Fund

Additional Comments: _____

To: Janet Buskey, Revenue Comm.
From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,532.80 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$4,400.00</u>
Approved Requests:	<u>\$1,000.00</u>
Budget Available:	<u>\$3,400.00</u>
Current Requests:	<u>\$2,532.80</u>
Budget Balance:	<u>\$867.20</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 1/9/2015
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Flower

Agenda

JAN 20 2015

Date: January 13, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, Alabama

Departure Date: February 18, 2015 Return Date: February 19, 2015

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: Attend CGEI "Ethics for Public Officials and Employees" Course sponsored by
ACCA. CROAA 12 hr. course requirement applies toward earning initial CRO
designation and certification. Class to be held at Marriott in Prattville, AL.

Traveler (s) Name: 1. Kenneth Holmes 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$202.60 Advance Registration Required: \$175.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$175.00 has to to be paid online in advance to the ACCA.

Other Estimated Costs: Mileage \$27.60 (Round-trip mileage for 2 days).

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$202.60 and advance registration of \$175.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51800.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$8,600.00

Approved Requests: \$1,308.13

Budget Available: \$7,291.87

Current Requests: \$202.60

Budget Balance: \$7,089.27

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/13/2015

cc: Finance Director / Buyer

8-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Flower
Can

Agenda

JAN 20 2015

Date: January 13, 2015
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, Alabama

Departure Date: February 25, 2015 Return Date: February 27, 2015

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: Attend 2015 GFOAA Annual Conference in Auburn, AL on 2/25 - 2/27/2015.
Attendee will earn 16 CPE Hours toward CRE certification requirement for 2015.
Registration fee includes the \$50 annual membership for regular members.

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

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

Total (est.) Cost: \$755.00 Advance Registration Required: \$295.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$295.00 to be direct billed to Montgomery County Commission
Tax & Audit Department by GFOAA and due by 2/5/15. Other Estimated Costs:
Lodging \$275.60. Mileage \$64.40. Meals \$120.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$755.00 and advance registration of \$295.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51800.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$8,600.00</u>
Approved Requests:	<u>\$1,308.13</u>
Budget Available:	<u>\$7,291.87</u>
Current Requests:	<u>\$957.60</u>
Budget Balance:	<u>\$6,334.27</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/13/2015

cc: Finance Director / Buyer

8-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Date: January 2, 2015
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Agenda
JAN 20 2015

Request approval to be granted for the following:

Destination: Prattville, Alabama
Departure Date: February 18, 2015 Return Date: February 19, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Officer Responsibilities and Offender Supervision Course

Traveler (s) Name: 1. Sgt. R. Washington 4. Sgt. M. Tolbert
2. Sgt. C. Parks 5. Lt. J. Hardy
3. Captain E. Matthews 6. _____

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

Total (est.) Cost: \$375.00 Advance Registration Required: \$375.00
Department Name: Sheriff(MCDF) Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director
From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$375.00 and advance registration of \$375.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$8,795.00</u>
Budget Available:	<u>\$6,205.00</u>
Current Requests:	<u>\$375.00</u>
Budget Balance:	<u>\$5,830.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 1/2/2015
cc: Finance Director / Buyer

8-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

JAN 20 2015

Date: January 8, 2015

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, Al.

Departure Date: February 25, 2015

Return Date: February 27, 2015

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Attend the annual Alabama Conference of Social Work

Traveler (s) Name: 1. Warren Brantley 4. _____
2. Patricia Strickland 5. _____
3. Linda Parsley-Engle 6. _____

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

Total (est.) Cost: \$1,300.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,300.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$15,000.00</u>
Current Requests:	<u>\$1,300.00</u>
Budget Balance:	<u>\$13,700.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/8/2015

cc: Finance Director / Buyer

8-5

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

JAN 20 2015

Date: January 8, 2015

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Al.

Departure Date: January 30, 2015

Return Date: January 30, 2015

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend Alabama Human Trafficking Summit

Traveler (s) Name: 1. Alex Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$15,000.00</u>
Current Requests:	<u>\$1,350.00</u>
Budget Balance:	<u>\$13,650.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/8/2015

cc: Finance Director / Buyer

8-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

JAN 20 2015

Date: January 8, 2015
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, Al.
Departure Date: January 30, 2015 Return Date: January 30, 2015
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend conference on Doing what matters for Alabama's children

Traveler (s) Name: 1. Alex Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$166.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$166.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52603.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$15,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$15,000.00</u>
Current Requests:	<u>\$1,516.00</u>
Budget Balance:	<u>\$13,484.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/8/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

JAN 20 2015

Date: January 12, 2015
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Charleston, SC
Departure Date: February 26, 2015 Return Date: February 28, 2015
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend PRIMA Board Meeting

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

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

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

Department Name: Risk Management Fund Name: Liability

Additional Comments: ****All expenses will be reimbursed by PRIMA****

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,856.64</u>	
Budget Available:	<u>\$13,143.36</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$13,143.36</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/12/2015

cc: Finance Director / Buyer

8-8

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

JAN 20 2015

Date: January 6, 2015
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Bryant Conference Center, Tuscaloosa, AL
Departure Date: February 23, 2015 Return Date: February 25, 2015
Conference Leave (Days / Hours): 3 days/30 hrs.
Purpose of Travel: Attend Alabama Vegetation Management Society Annual Meeting

Traveler (s) Name: 1. Danise D. Nettles 4. _____
2. William S. Missildine 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,350.00 Advance Registration Required: \$180.00

Department Name: Engineering Department Fund Name: 111-53600.265

Additional Comments: Includes registration, lodging, mileage, and meals

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,350.00 and advance registration of \$180.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,500.00</u>
Approved Requests:	<u>\$3,567.36</u>
Budget Available:	<u>\$2,932.64</u>
Current Requests:	<u>\$1,350.00</u>
Budget Balance:	<u>\$1,582.64</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/7/2015

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

JAN 20 2015

Date: January 5, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 22, 2015 Return Date: April 24, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Real & Personal Property Calculations

Traveler (s) Name: 1. LaNitra Wilson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$275.00 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$275.00

Total Cost: \$275.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$275.00 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$8,155.68</u>	
Budget Available:	<u>\$21,844.32</u>	
Current Requests:	<u>\$275.00</u>	
Budget Balance:	<u>\$21,569.32</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/7/2015

cc: Finance Director / Buyer

8-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

JAN 20 2015

Date: January 7, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: January 26, 2015 Return Date: January 30, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: Advanced Appraisal Concepts

Traveler (s) Name: 1. Tracy Powell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,245.45 Advance Registration Required: \$275.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$275.00 MILEAGE-\$95.45 FOOD-375.00
HOTEL-\$500.00

Total Cost: \$1,245.45

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,245.45 and advance registration of \$275.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$8,155.68</u>	
Budget Available:	<u>\$21,844.32</u>	
Current Requests:	<u>\$1,520.45</u>	
Budget Balance:	<u>\$20,323.87</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/7/2015

cc: Finance Director / Buyer

8-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 10

Agenda

JAN 20 2015

Date: January 7, 2015
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn, AL
Departure Date: February 23, 2015 Return Date: February 27, 2015
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: IAAO 102: Income Approach to Valuation

Traveler (s) Name: 1. Tracy Powell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,247.00 Advance Registration Required: \$550.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION-\$550.00 MILEAGE-\$322.00 FOOD-375.00

Total Cost: \$1,247.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$1,247.00 and advance registration of \$550.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$8,155.68</u>	
Budget Available:	<u>\$21,844.32</u>	
Current Requests:	<u>\$2,767.45</u>	
Budget Balance:	<u>\$19,076.87</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/7/2015

cc: Finance Director / Buyer

8-12

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

JAN 20 2015

Date: January 14, 2015
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: January 23, 2015 Return Date: January 24, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend SHRM State Conference

Traveler (s) Name: 1. Carmen Douglas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: All Expenses paid by SHRM

To: Carmen Douglas, Director

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$449.00</u>
Budget Available:	<u>\$19,551.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$19,551.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/14/2015

cc: Finance Director / Buyer

8-13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

JAN 20 2015

Date: January 9, 2015
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Lake Guntersville State Park Lodge, Guntersville, AL
Departure Date: February 23, 2015 Return Date: February 25, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To attend the Alabama Assoc. of Drug Court Professional Annual Training

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

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

Total (est.) Cost: \$340.00 Advance Registration Required: \$25.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$340.00 and advance registration of \$25.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,300.00</u>	
Approved Requests:	<u>\$3,134.00</u>	
Budget Available:	<u>\$9,166.00</u>	
Current Requests:	<u>\$340.00</u>	
Budget Balance:	<u>\$8,826.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/9/2015

cc: Finance Director / Buyer

8-14

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 20 2015

Request # 8

Date: January 9, 2015
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 1600 Interstate Park Drive Montgomery, AL 36109
Departure Date: March 11, 2015 Return Date: March 11, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: To attend The Administrative Assistants Conference

Traveler (s) Name: 1. Linda Jarrett 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$159.00 Advance Registration Required: \$159.00

Department Name: Community Correction Fund Name: Registration/Training

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$159.00 and advance registration of \$159.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,300.00</u>	
Approved Requests:	<u>\$3,134.00</u>	
Budget Available:	<u>\$9,166.00</u>	
Current Requests:	<u>\$499.00</u>	
Budget Balance:	<u>\$8,667.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/9/2015

cc: Finance Director / Buyer

8-15

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

JAN 20 2015

Date: January 15, 2015
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, AL
Departure Date: February 1, 2015 Return Date: February 5, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Fundamentals of Bankruptcy Law

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

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

Total (est.) Cost: \$2,111.60 Advance Registration Required: \$550.00

Department Name: Revenue Commission Fund Name: 755-51500.265

Additional Comments: _____

To: Janet Buskey, Revenue Comm.

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$2,111.60 and advance registration of \$550.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>755-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$7,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$7,000.00</u>
Current Requests:	<u>\$2,111.60</u>
Budget Balance:	<u>\$4,888.40</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/15/2015

cc: Finance Director / Buyer

8-16

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 14

Agenda

JAN 20 2015

Date: January 13, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: January 30, 2015 Return Date: January 30, 2015
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: Alabama Human Trafficking Summit

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

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$50.00
Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Daryl D. Bailey
From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$65,000.00</u>
Approved Requests:	<u>\$7,910.00</u>
Budget Available:	<u>\$57,090.00</u>
Current Requests:	<u>\$50.00</u>
Budget Balance:	<u>\$57,040.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/13/2015

cc: Finance Director / Buyer

8-17

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 20 2015

Request # 15

Date: January 14, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Guntersville, AL
Departure Date: February 23, 2015 Return Date: February 25, 2015
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend: 2015 Alabama Association of Drug Court Professionals Training

Traveler (s) Name: 1. Michael Brymer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$495.00 Advance Registration Required: \$25.00

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

Additional Comments: _____

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$495.00 and advance registration of \$25.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$65,000.00</u>
Approved Requests:	<u>\$7,910.00</u>
Budget Available:	<u>\$57,090.00</u>
Current Requests:	<u>\$545.00</u>
Budget Balance:	<u>\$56,545.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/14/2015

cc: Finance Director / Buyer

8-18

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JAN 20 2015

Request # 16

Date: January 15, 2015
To: Donald L. Mims, Administrator
From: Daryl D. Bailey
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA
Departure Date: February 23, 2015 Return Date: February 26, 2015
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: Attend: Advanced Issues in Investigation & Prosecution of Sexual Assault & Domestic Violence

Traveler (s) Name: 1. Billy Caulfield 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$808.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 125-52800-265

Additional Comments: Cost Paid Through a DA Grant

To: Daryl D. Bailey

From: Donald L. Mims, Administrator

The above request is app. 01/20/15 reimbursement of actual and necessary expenses in the
approximate amount of \$808.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>125-52800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,000.00</u>	
Approved Requests:	<u>\$0.00</u>	
Budget Available:	<u>\$10,000.00</u>	
Current Requests:	<u>\$808.00</u>	
Budget Balance:	<u>\$9,192.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 1/15/2015

cc: Finance Director / Buyer

8-19