

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

NOVEMBER 7, 2016

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
Manager of Public Affairs

Comments from Scheduled Attendees:

Executive Vice President Reeivice Girtman and Vice President of Business Development
Becky Saunders with the Liberty Learning Foundation
Mr. Greg Calhoun with the Turkey Day Classic
Sheriff Derrick Cunningham
Revenue Commissioner Janet Buskey
Realtor Frank Thomas with Frank Thomas and Associates, LLC
Executive Director Willie Thompson and President and Chairman of the Board Julian
McPhillips with The Scott and Zelda Fitzgerald Museum Association, Inc.
Director Michelle Browder with Faith Crusades Ministries, Inc.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Hall

Pledge of Allegiance Led by Commissioner Hall

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of October 17, 2016

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PRESENTATION:

Presentation of Resolution by the Association of County Commissions of Alabama recognizing Senator Dick Brewbaker for his Service to the Association and the Montgomery County Commission

NEW BUSINESS:

1. Consider Authorization of Resolution to Move the November 21, 2016 County Commission Meeting to Fresh Anointing House of Worship, County Commission
2. Consider Authorization of Resolution to Move the December 5, 2016 County Commission Meeting to Eastmont Baptist Church, County Commission
3. Consider Resolution Authorizing the County's Thanksgiving Holiday Observance on Friday, November 25, 2016, County Commission
4. Consider Authorization of Board Member Appointments, Southeast Alabama Emergency Medical Services Council, Inc.
5. Consider Authorization of Board Member Appointment, Pike Road Volunteer Fire Protection Authority
6. Consider Authorization of Contract for Housing Juveniles at the Montgomery County Youth Facility for Autauga, Butler, Chilton, Elmore and Monroe Counties and the City of Prattville, Youth Facility
7. Consider Authorization of Contract with The Bridge, Inc., for the Davis Treatment Program, Youth Facility
8. Consider Authorization of Renewal of Professional Services Contracts for the 2016-2017 E.V.E.N. Program Providers, Community Corrections
9. Consider Authorization of Third Amendment to Project Agreement with the State of Alabama, the City of Montgomery, The Industrial Development Board of the City of Montgomery and Hyundai Power Transformers USA, Inc., Subject to Review by County Attorney, County Commission
10. Consider Authorization of Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan, Subject to Review by County Attorney, County Commission

11. Consider Authorization of Amendment Number 2 to Contract with Falls Facility Services, Inc., regarding Janitorial Services, (Contract # 51901-16B-028), Support Services
12. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
13. Consider Authorization of Bid Award to North Atlantic Security for Inmate Security, Bid Number 52110-16B-043, Detention Facility
14. Consider Authorization of Budget Change Requests Number 1, Board of Registrars
15. Consider Authorization of Budget Change Request Number 5 in the Amount of \$10,000 for a Capital Improvement Project for Dannelly Elementary School, County Commission Appropriations
16. Consider Authorization of Budget Change Request Number 6 in the Amount of \$20,000 for Valiant Cross Academy for Computer Equipment and Smart Board System, County Commission Appropriations
17. Consider Authorization of Budget Change Request Number 7 in the Amount of \$5,000 for The Lacey-Boyd New Year's Day Parade, County Commission Appropriations
18. Consider Authorization of Budget Change Request Number 8 in the Amount of \$500 for Thanksgiving Day Parade Activities, County Commission Appropriations
19. Consider Authorization of Hiring an Administrative Support Associate Applicant at their Current Pay Step, Board of Registrars
20. Consider Authorization of Irregular Two-Step Increase for Administrative Support Associate, Pay Grade A03, Step 2 (\$26,534) to Pay Grade A03, Step 4 (\$28,343), Board of Registrars
21. Consider Authorization of Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 113, Detention Facility
22. Consider Travel/Training Requests (9)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

Adjourn

Reception for Commissioners Jiles Williams, Jr. and Andrew D. Hall

CALENDAR OF EVENTS

NOVEMBER 7, 2016

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

NOVEMBER 11, 2016

County Holiday (Veteran's Day)

NOVEMBER 16, 2016

Organizational County Commission Meeting
1:30 p.m. - Information Session
2:00 p.m. - Formal Session for the Swearing-In Ceremony

NOVEMBER 21, 2016

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

NOVEMBER 24, 2016

County Holiday (Thanksgiving Day)

DECEMBER 5, 2016

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

DECEMBER 19, 2016

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

DECEMBER 26, 2016

County Holiday (Christmas Day)

PERSONNEL ACTIONS

Accurate information was not available to generate the Personnel Actions Report.

11-7-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-14-16

Check Number	To	Check Number
264058		264097
Total Checks Paid		\$319,462.13

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

AGENDA

NOV -7 2016

11-7-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-14-16

Check Number	To	Check Number
264098		264175
Total Checks Paid		\$218,557.61

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

AGENDA

NOV - 7 2016

11-7-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-21-16

Check Number	To	Check Number
264176		264236
Total Checks Paid		\$152,033.77

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

AGENDA

NOV -7 2016

11-7-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-21-16

Check Number	To	Check Number
264237		264309
Total Checks Paid		\$511,968.08

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

AGENDA

NOV - 7 2016

11-7-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-28-16

Check Number	To	Check Number
264310		264359
Total Checks Paid		\$288,326.21

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

11-7-16 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 10-28-16

Check Number	To	Check Number
264360		264456
Total Checks Paid		\$589,805.22

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

11/7/16 Meeting

AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

NOV - 7 2016

CHECKS ARE DATED
10/14/16

Payroll Check Number	126480	To	Payroll Check Number	126546	\$ 48,409.76
Direct Deposits					\$ 845,074.62
Payroll Check Number	126547	To	Payroll Check Number	126572	\$ 257,365.06
Direct Deposits					\$ 406,519.66
Federal Deposits					\$ 320,222.04
Total Payroll Paid					\$ 1,877,591.14

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

MONTGOMERY COUNTY COMMISSION

11/7/16 Meeting
AGENDA

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

NOV - 7 2016

CHECKS ARE DATED
10/28/16

Payroll Check Number	126573	To	Payroll Check Number	126639	\$ 50,397.34
Direct Deposits					\$ 886,018.75
Payroll Check Number	126640	To	Payroll Check Number	126665	\$ 260,674.24
Direct Deposits					\$ 409,648.23
Federal Deposits					\$ 348,365.91
Total Payroll Paid					\$ 1,955,104.47

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

AGENDA

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution recognizing Senator Dick Brewbaker

The Montgomery County Commission, at its meeting on September 12, 2016, agreed for the Association of County Commissions of Alabama (ACCA) to present a Resolution recognizing Senator Dick Brewbaker regarding his service to the Association and our County.

The County Commission will not be adopting the Resolution in that it is a Resolution from ACCA.

DLM/tn

Attachment



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832.1270

AGENDA

NOV - 7 2016

MEMORANDUM

October 5, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director *DH*

RE: Resolution to Change the Time and Location of the November 21, 2016 Commission Meeting

In conjunction with the Montgomery County bicentennial celebration, the County Commission will host a regular meeting in each commission district from August to December, as part of this celebration. We will highlight District Two in November.

I am requesting that the meeting location be moved to the Fresh Anointing House of Worship, which is located at 150 E. Fleming Road, in Montgomery, Alabama; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

I am asking that the Commission place this resolution on the agenda for the November 7th meeting.



RESOLUTION

WHEREAS, Montgomery County is celebrating its bicentennial throughout the year 2016; and

WHEREAS, in conjunction with this celebration, the County Commission wishes to host a regular meeting in each commission district from August to December, as part of this celebration; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the November 21, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Fresh Anointing House of Worship which is located at 150 E. Fleming Road; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above, for the November 21, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, to the Fresh Anointing House of Worship.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator



Office of Public Affairs
Montgomery County Commission
P.O. Box 1667
Montgomery, Alabama 36102
334.832.1270

AGENDA

NOV - 7 2016

MEMORANDUM

October 13, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director 

RE: Resolution to Change the Time and Location of the December 5, 2016 Commission Meeting

In conjunction with the Montgomery County bicentennial celebration, the County Commission will host a regular meeting in each commission district from August to December, as part of this celebration. We will highlight District Three in December.

I am requesting that the meeting location be moved to the Eastmont Baptist Church, which is located at 4505 Atlanta Highway, in Montgomery, Alabama; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

I am asking that the Commission place this resolution on the agenda for the November 7th meeting.



RESOLUTION

WHEREAS, Montgomery County is celebrating its bicentennial throughout the year 2016; and

WHEREAS, in conjunction with this celebration, the County Commission wishes to host a regular meeting in each commission district from August to December, as part of this celebration; and

WHEREAS, the Montgomery County Commission wishes to change the time and meeting location of the December 5, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, 101 South Lawrence Street to the Eastmont Baptist Church which is located at 4505 Atlanta Highway; the information session will begin at 4:00 p.m., with the formal session at 5:30 p.m.,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby agree to change the meeting location, and time, as stated above, for the December 5, 2016, meeting from the Montgomery County Courthouse Administration Building, Annex III, to the Eastmont Baptist Church.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 7th day of November, 2016.

BY: _____
Chairman

ATTEST: _____
County Administrator

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

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Resolution regarding Thanksgiving Holiday 2016

The Montgomery County Commission, at its meeting on October 17, 2016, agreed to place on the next agenda a Resolution authorizing the closing of the Montgomery County Courthouse and all county offices on Friday, November 25, 2016, in observance of Thanksgiving.

I am requesting approval of this item.

DLM/tn

Attachment



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

MEMORANDUM

October 12, 2016

To: Montgomery County Commission

From: DiDi Henry, public affairs director

RE: Authorization of Holiday Time Off for County Employees

Alabama Code § 11-1-8 states that the County Commission can close the county courthouse and county buildings one weekday or any portion thereof of each week in addition to legal holidays. In prior years, the County Commission has awarded employees the Friday off after Thanksgiving as a county holiday.

I am requesting that the Commission adopt a resolution giving employees the Friday after Thanksgiving off, as we have done in the past.

Thank you for your consideration.

RESOLUTION

WHEREAS, Alabama Code § 11-1-8 provides that the County Commission of any county in the State of Alabama may by resolution authorize the offices of the officials of the county located in the county courthouse or other county building to be closed all day one weekday or any portion thereof of each week in addition to legal holidays; and,

WHEREAS, the Montgomery County Commission wishes to close the county courthouse on Friday, November 25, 2016, to allow county employees to spend time with their families in observance of Thanksgiving;

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby authorize the closing of the Montgomery County Courthouse and all county offices on Friday, November 25, 2016.

I hereby certify that the above
resolution was adopted by the
Montgomery County Commission,
on this, the 7th day of November, 2016.

ATTEST:

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

Donald L. Mims, Administrator

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

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

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AGENDA

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

The Montgomery County Commission, at its meeting on October 17, 2016, agreed to place on the next agenda Board Member appointments to the Southeast Alabama Emergency Medical Services Council, Inc.

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc. These individuals have been contacted and six of them would like to be reappointed to another full term on this Council.

Montgomery Fire Department Assistant Fire Chief Ronnie H. Bozeman, desires to be appointed to replace former Assistant Fire Chief Stanley Cooper.

Kevin Harrilson with Care Ambulance desires to be appointed to replace former employee Doug Tisdale.

I am requesting approval of these appointments for terms expiring November 3, 2017.

DLM/tn

Attachments

Southeast Alabama Emergency
Medical Services Council, Inc.**Members:****Term Expires:**

Asst. Fire Chief Stanley Cooper
Medic Division
Montgomery Fire Department
P.O. Box 1111
Montgomery, AL 36101-1111
slcooper@montgomeryal.gov
Work: (334) 625-2960

11/3/2016

Annitta Love
134 Cantabury Lane
Millbrook, AL 36054
Work: (334) 420-4483
Cell: (334) 467-4857

11/3/2016

Mike Green
47 Honeysuckle Lane
Cecil, AL 36013
Home: (334) 277-2153
Cell: (334) 309-5026

11/3/2016

Patti Brown
Haynes Ambulance
2530 East Fifth Street
Montgomery, AL 36107
Work: (334) 241-5259

11/3/2016

John Treat
2845 Zelda Road, Apt. P1
Montgomery, AL 36106
Cell: (334) 318-9924

11/3/2016

Keith Bryan
110 Zolman Road
Ramer, AL 36069
Home: (334) 284-6307
Cell: (334) 303-3840

11/3/2016

Doug Tisdale
1413 Colonial Way
Alabaster, AL 35007
Cell: (334) 850-2636

11/3/2016

Southeast Alabama Emergency
Medical Services Council, Inc.

Kitty Harris
120 West Rosemary Road
Montgomery, AL 36109
(334) 306-0165

11/3/2016

Term: 1 year

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

ANDREW D. HALL
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AGENDA

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointment to the Pike Road Volunteer Fire Protection Authority

Mr. Jack Jackson with the Pike Road Volunteer Fire Protection Authority has submitted his resignation effective November 30, 2016. Mr. David Livingston has been nominated by the Authority to complete the remainder of Mr. Jackson's term, which expires March 1, 2017.

The Montgomery County Commission, at its meeting on October 17, 2016, agreed to place this appointment on the next agenda.

I am requesting that the Commission approve this appointment.

DLM/tn

Attachment



PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY

3427 Wallahatchee Rd. • P.O. Box 640099 • Pike Road, AL 36064 • (334) 271-1048

October 4, 2016

Donnie Mims
P.O. Box 1667
Montgomery, AL 36102-1667

RE: RESIGNATION OF DIRECTOR JACK JACKSON

Dear Mr. Mims,

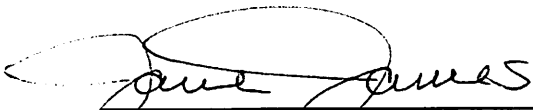
On Monday, September 26, 2016, the Pike Road Volunteer Fire Protection Authority (PRVFPA) Board of Directors regrettably voted to accept Director Jack Jackson's resignation from the Board effective November 30, 2016. Mr. Jackson has served the PRVFPA with distinction for many years as a fire fighter, officer and director. His presence and contributions will be greatly missed.

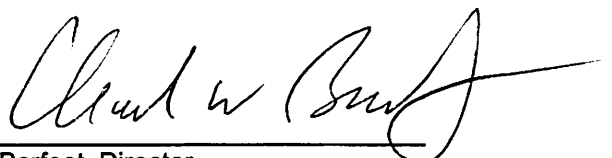
Following this, the Board voted to recommend to the Montgomery County Commission that Mr. Jackson's replacement be Mr. David Livingston. Mr. Livingston is a resident of the fire district and has been a distinguished member of the PRVFPA for 30 years. Additionally, he has indicated his willingness to serve as a director. The Board voted unanimously to recommend that Mr. Livingston fulfill the remainder of Mr. Jackson's current term, which expires March 2017, and also to have Mr. Livingston appointed to another 6-year term when the current term is complete.

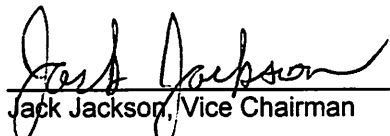
Therefore, the PRVFPA Board of Directors recommends to the Montgomery County Commission, our current County Commissioner and our Commissioner Elect that they accept our selection of Mr. David Livingston as the replacement for Director Jack Jackson.

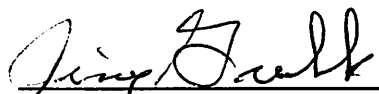
Thank you for your consideration of the Board's recommendation.

Sincerely,


Jane James, Chairman


Will Barfoot, Director


Jack Jackson, Vice Chairman


Jimmy Grubbs, Director


Angie Bradsher, Secretary/Treasurer

Cc: Andrew Hall, County Commissioner
Doug Singleton, Commissioner-Elect
File

2016 OCT -5 AM 8:51

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

Jack Jackson
2112 U S Hwy. 82
Mathews, AL 36052
Cell: 334 300-1690
Office: 334 281-4058
Fax: 334 281-0988
Jackson1690@gmail.com

3/1/2017

Jimmy Grubbs
10608 Old Pike Road
Mathews, AL. 36052
334-288-6051 home
334-315-7007 cell

3/1/2019

Jane James
1864 Flowers Road
Mathews, AL 36052-3003
Home: 272-1734
jamest@alum.mit.edu

3/1/2021

Charles Williamson "Will" Barfoot
HOME: 4280 Wallahatchie Road
Pike Road, AL. 36064
(Home) 334-271-0713
(Cell) 334-315-3426
WORK: 608 South Hull Street
Montgomery, AL. 36104
(Work) 334-834-3444
cwb@barfootschoettker.com

3/1/2020

Angie Bradsher
51 Waters View Drive
Pike Road, Alabama 36064
Cell: (334) 318-6274
angiebradsher@yahoo.com

3/1/2020

cc: Chris Weller (334) 241-8066
Capell and Howard P.C.

Term: 6 years

AGENDA

NOV - 7 2016

Memo

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: October 21, 2016
Re: Autauga, Butler, Chilton, Elmore and Monroe
Counties and the City of Prattville Detention Bed
Contracts

Please place the attached Autauga, Butler, Chilton, Elmore and Monroe Counties' and the City of Prattville contracts on the November 7th County Commission formal agenda. These contracts are for Autauga, Butler, Chilton, Elmore and Monroe counties and the City of Prattville to house juveniles in our facility from their respective counties/city.

Thank you for your consideration in this matter.

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

1. **Autauga County** agrees to contract with Montgomery County Youth Facility for their allotted DYS bed. The sum is predetermined by the DYS Board and payment will be remitted to this county.
2. The said Montgomery County covenants and agrees to guarantee a **second** bed to **Autauga County**, for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
3. **Autauga County** will pay to Montgomery County the sum of \$20,000.00 for the second guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July). Autauga County will be guaranteed a third bed in the amount of \$15,000. Payments of \$3,750 are to be made at the beginning of each quarter (October, January, April, and July).
4. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **Autauga County** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **Autauga County** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
5. **Autauga County** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
6. Montgomery County covenants and agrees to contact the duly authorized representative of **Autauga County** in the event that any extraordinary circumstances occur in the

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

Policy. Therefore, if you are aware of any such incidents, you have a duty to report them to a Juvenile Detention Supervisor, the Juvenile Detention Compliance Officer, or the Juvenile Detention Director. **Autauga County** will report all suspicion of sexual abuse or sexual harassment immediately.

13. If any dispute arises between **Autauga County** and Montgomery County, then said **Autauga County** agrees to have said dispute heard before a court of competent jurisdiction in Montgomery County, Alabama.

14. This contract shall be for a period of three years except it shall be void upon 10 days written notice from either party of its desire to terminate the agreement.

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Autauga County** has caused this instrument to be executed by the Chairman of its County on the 6 day of September, 2016.

ATTEST

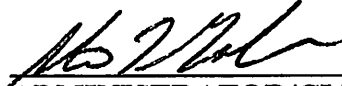
MONTGOMERY COUNTY

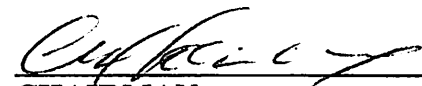
ADMINISTRATOR

CHAIRMAN

ATTEST

AUTAUGA COUNTY


ADMINISTRATOR/CLERK/
TREASURER


CHAIRMAN

JOEY PEAVY
CHAIRMAN

DIANE KILPATRICK
COUNTY ADMINISTRATOR

DENNIS MCCALL
COUNTY ENGINEER



COMMISSIONERS:

JOEY PEAVY, DISTRICT 1

JESSE F. MCWILLIAMS, III, DISTRICT 2

FRANK A. HICKMAN, DISTRICT 3

ALLIN WHITTLE, DISTRICT 4

DARRELL SANDERS, DISTRICT 5

BUTLER COUNTY COMMISSION

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

September 12, 2016

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

re: **Agreement Juvenile Bed**

Dear Ms. Alexander:

Enclosed is the approved and signed Agreement for a Juvenile Bed for Butler County for fiscal year 2016-2017. The Agreement was passed by unanimous vote of the Butler County Commission this morning and signed by Joey Peavy, Chairman of the Butler County Commission.

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

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

Sincerely,

Diane Kilpatrick, County Administrator
Butler County Commission

/dk
enc

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Butler County** has caused this instrument to be executed by the Chairman of its County Commission on the 12th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

Shian Kilpatrick
ADMINISTRATOR/CLERK/
TREASURER

BUTLER COUNTY

Joey Leary
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

case exceed 24 hours after notification. Seriously emotionally disturbed juveniles requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and Chilton County has caused this instrument to be executed by the Chairman of its Commission on the 12th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CHILTON COUNTY

Connie A. Powell
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

Attachment #10
9.26.16 Reg Mtg
Pg 2 of 4

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

Attachment #11
9.26.16 Report
Pg 4 of 4

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

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and **Elmore County** has caused this instrument to be executed by the Chairman of its County Commission on the 26th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

ELMORE COUNTY

Grace McDuffie
ADMINISTRATOR/CLERK/
TREASURER

[Signature]
CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

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

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

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

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

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

ATTEST

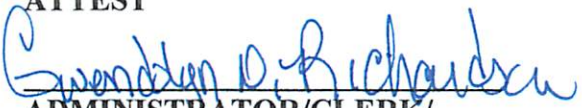
MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

MONROE COUNTY



**ADMINISTRATOR/CLERK/
TREASURER**



CHAIRMAN

STATE OF ALABAMA

COUNTY OF MONTGOMERY

AGREEMENT

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

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

1. The said Montgomery County covenants and agrees to guarantee **one** bed to **the City of Prattville** for housing juveniles alleged to be delinquent, for normal routine care, feeding and living for such juveniles in secure custody, and to expend its best efforts for the care, control and best interest of juveniles detained in the Youth Facility.
2. **The City of Prattville** will pay to Montgomery County the sum of \$20,000.00 for the guaranteed bed. Payments of \$5,000.00 are to be made at the beginning of each quarter (October, January, April, and July).
3. Montgomery County shall not be responsible for any doctor bills, hospital bills, medical bills, or other bills for the health and welfare of the juveniles based in the Youth Facility and **the City of Prattville** covenants and agrees to pay all said expenditures, or to reimburse Montgomery County for any expenditures that it may make in those regards. **City of Prattville** is responsible for the arrangement and transportation of their youth for medical care except in emergency situations.
4. **The City of Prattville** will pay to Montgomery County the sum of \$85.00 per day for any juvenile housed above their allotted number.
5. Montgomery County covenants and agrees to contact the duly authorized representative of **the City of Prattville** in the event that any extraordinary circumstances occur in the housing of the juvenile. The duly authorized representative of **the City of Prattville** will have authority and privilege to counsel with and visit any juvenile at the Youth Facility, such counseling and visitation is not to interfere with the normal schedules of the Youth Facility. Parents will be allowed and encouraged to visit their children, but in compliance with visitation privileges set out governing all juveniles housed at the Youth Facility.
6. In the event a juvenile housed at the Youth Facility shall become disruptive or "beyond control" while detained or in the custody of the Youth Facility, **City of Prattville** will be notified and shall take said juvenile back into custody as soon as practicable but in no case exceed 24 hours after notification. Seriously emotionally disturbed juveniles

requiring special custodial care will not be accepted. Pregnant females beyond the second trimester will not be accepted.

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

IN WITNESS WHEREOF, Montgomery County has caused this instrument to be executed on this the _____ day of _____, _____ by the Chairman of its County Commission and its Administrator and the City of Prattville has caused this instrument to be executed by the Mayor of its _____ on the 6th day of September, 2016.

ATTEST

MONTGOMERY COUNTY

ADMINISTRATOR

CHAIRMAN

ATTEST

CITY OF PRATTVILLE

Cathy Dickson
ADMINISTRATOR/CLERK/
TREASURER

Bill Miller
CHAIRMAN Mayor

AGENDA

NOV - 7 2016

Memo

Date: October 21, 2016
To: Mr. Donnie Mims, Montgomery County Administrator
From: Bruce R. Howell, Juvenile Court Administrator
Re: The Bridge, Inc. Contract

Please place the attached contract with The Bridge, Inc. on the November 7th formal agenda. We are very pleased with the operation of this program.

Thank you for your consideration in this matter.

STATE OF ALABAMA
AGREEMENT
Between
Montgomery County Commission
And
The Bridge, Inc.

FOR THE
Davis Program

This Contract (the "Agreement") is entered into by and between the Montgomery County Commission (hereinafter sometimes referred to as "Contracting Authority") and The Bridge, Inc. (hereinafter sometimes referred to as "Company" and/or "The Bridge").

WHEREAS, the Contracting Authority is the designated authority seeking the implementation of the Davis Program (hereinafter referred to as "the Program") in Montgomery County, Alabama.

WHEREAS, the Contracting Authority desires to have the Program operated and managed by an organization with experience in adolescent programs; and

WHEREAS, the Contracting Authority desires that The Bridge, Inc. undertake the operation and management of said Davis Program under the following conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The Company hereby agrees to undertake the development, operation and management responsibilities of the Davis Treatment Center to include a community day reporting/treatment program, Parent Project program, and Transitions program. The Company agrees to operate the Program under the terms of this Agreement at such time agreed to by the Company and the Contracting Authority and established as set out herein. The operation of the Program will be in accordance with the required terms and conditions provided within the Request For Proposal # 52601-16P-001.

Section 2. Duty to Cooperate. The parties acknowledge that their cooperation is critical to the ability of the Company to perform its duties successfully and efficiently. Accordingly, each party agrees to cooperate with the other fully in formulating and implementing the Company's recommendations. Both parties agree to cooperate with all audits, reviews, or inspections.

Section 3. Standard for the Davis Program Operation. While the Davis Program is under the management and control of the Company's operation, the Program will, subject to limitations beyond the control of the Company, conform to applicable federal, state, and local statutes and ordinances and the applicable laws of the State of Alabama.

Section 4. Inventory. Representatives of the Contracting Authority and the Company will complete an inventory of equipment and furnishings provided by the Contracting Authority for the operations of the Davis Program. The Contracting Authority will be responsible for all major repair and replacement of equipment and furnishings provided to the Company for the operation of the Davis Program.

Section 5. Insurance. The Company, at its sole cost and expense, shall provide for the comprehensive liability coverage and workmens' compensation for all of the Company's agents, servants, employees, personnel, and other persons connected in any way to the operation and the management of the Program. The Company shall provide property coverage for any personal property used in the operation of the Davis Program. The Contracting Authority will be responsible for the property and facilities furnished to the Company in operating the Davis Program.

Section 6. Characteristics. The Program shall comply with applicable constitutional and DYS standards as well as any local, state, or federal standards, statutes, rules and regulations.

Section 7. Juvenile Records. The Company will have written policies and procedures to govern a juvenile record system. Information contained in the juvenile records shall be consistent with that required by Alabama Department of Youth Services for non-committed youth, and has been established in all programs of The Bridge, Inc. All information shall be considered confidential and is subject to release or disclosure only to authorized representatives of the agency having jurisdiction over the juvenile. Release of juvenile records to physicians or other health care providers for use in treatment is hereby expressly authorized by the Confining Jurisdiction.

Section 8. Program Records. The Company will maintain program records of all significant activities related to the operation of the Program. These records will be available for review by the Contracting Authority.

Section 9. Compliance. The Company agrees to comply with the standards of the Alabama Department of Youth Services and the Medicaid Administrative Code, the Medicaid Provider manual, Rehabilitative Services, Chapter 105.

Section 10. Physical Examination. The Contracting Authority will pay for a complete physical exam to include the Early and Periodic Screening, Diagnostic, and Treatment (EPSDT) for youth entering the Program.

Section 11. Term. The Term of this Agreement shall commence on **October 1, 2016** and shall run through **February 28, 2017** with the option of both the Contracting Authority and the Company to renew this agreement under the same terms. If State funding is available, the contract may be increased up to 5% for each one-year renewal period. The Company understands that the term of this Agreement and any subsequent renewal periods is dependent on necessary funds being paid to the Contracting Authority for the compensation outlined in Section 13 herein.

Section 12. Termination for Convenience. Either party may terminate this Agreement without cause for any reason. Either party shall give written notice to the other party at least thirty (30) days before the effective termination date.

Section 13. Compensation for Services. The Contracting Authority hereby agrees to pay the Company, as compensation for their services related to this Agreement, for the period commencing on **October 1, 2016** and ending **February 28, 2017**, the sum of **\$193,750.00** dollars, payable in monthly installments of **\$38,750.00**.

The parties agree that the compensation to the Company for any renewal periods will be negotiated by the parties beginning not later than sixty (60) days prior to each such remaining annual period. In the event the parties are not able to agree on the compensation for said remaining annual periods, the Company shall continue operation of the Facility for the then existing compensation for a period through and including thirty (30) days from delivery of written notice termination this Agreement.

Section 14. Billing for Services. The Company will submit an invoice to the Contracting Authority monthly for services provided during the month in accordance with the Request for Proposal #52601-16P-001. Payment for the services invoiced is due within 10 days of receipt of the invoice by the Contracting Authority.

Section 15. Unusual Occurrences and Incidents. The Company will immediately notify the Contracting Authority in the event of an unusual occurrence or incidents and thereafter as requested and as soon as practical, furnish written notification of such occurrence or incident. In the event of a disturbance caused by a client, or if any security threat or peril should occur with or outside the Program, the Contracting Authority shall be notified immediately. The Company will cooperate with the Contracting Authority and local law enforcement agencies in taking command and restoring order.

Section 16. Breach, Notice, and Cure. In the event of a breach of any obligation or covenant under this Agreement, the non-breaching party may give the breaching party written notice of the specifics of the breach, and the breaching party shall have ten (10) days in which to cure the breach. Only if the breach is not cured within such period shall the non-breaching party be entitled to pursue any remedies it may have due to the breach.

In the event any provision contained in the Agreement shall be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 17. Prohibition of Assignment. The Contracting Authority acknowledges that the nature of the services to be rendered under this agreement are unique and based on the Company's expertise and that as a consequence of such, the Contracting authority is prohibited from assigning duties or obligations due under the terms of this Agreement without the consent of the Company.

Section 18. Hold Harmless. The Company will hold harmless the Contracting Authority as to any charge back, penalties, state or federal repayments and any interest incurred by reason of any Title XIX noncompliance arising out of or connected with any action or failure to act by the Company in regard to the Company's responsibilities in regard to the Rehabilitative services or eligibility therefor as contemplated by this agreement. The term "Title XIX noncompliance" shall be construed to mean any failure or inability of the Company to meet the Medicaid requirements of Title XIX of the Social Security Act, and any regulations promulgated by the Federal government in connection therein.

The Company will hold harmless the Contracting Authority as to any penalties, state, or federal charge backs and/or replacements and any interest incurred by any reason as a result of the findings of any Medicaid, Attorney General or DYS Audit. The Company will hold harmless the Contracting Authority as to any and all actions of the Company.

Section 19. Notice. If notice or demand of any kind is to be given by any party to any other party, it shall be in writing, signed by the party giving it, directed to the intended recipient with sufficient postage prepaid certified mail, addressed as follows:

To the Contracting Authority:

Bruce R. Howell, Administrator
Montgomery County Family Court
P.O. Box 9219
1111 Airbase Blvd
Montgomery, AL 36108-9219

To the Company:

Tim Naugher, Executive Director
The Bridge, Inc.
3232 Lay Springs Road
Gadsden, AL 35904-8611

Section 20. Formal Review and Evaluation. The Company and the Montgomery County youth facility staff will provide a quarterly review and evaluation of the services provided under this Agreement and the corresponding RFP. A written report summarizing the review and evaluation will be provided to the presiding Family Court Judge of Montgomery, Alabama.

Section 21. Resolution of 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 and 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 Montgomery County Commission and The Bridge, Inc.

Section 22. Complete Agreement; Amendments and Waivers. This Agreement and all exhibits hereto and incorporated by references as set out fully herein comprise the entire understanding of the parties with respect to the transactions contemplated hereby.

This Agreement may be amended, each party may take any action herein prohibited or omit to take action herein required to be performed by it, and any breach of any covenant, agreement, warranty or representation may be waived, only if each party has obtained the written consent or waiver of the other party as to that specified breach only.

ATTEST:

The Bridge, Inc.

By:  _____

Tim Naugher, Executive Director

Date: 11/1/16

ATTEST:

The Montgomery County Commission

By: _____

Date: _____

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

October 12, 2016

AGENDA

NOV - 7 2016

TO: Elton Dean - Chairman

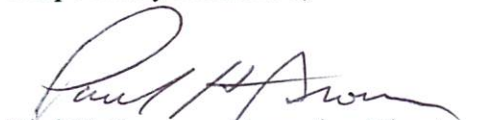
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections

SUBJECT: Request for Future Commission Agenda Item –
Request for approval of a Professional Services Contract Renewal for
E.V.E.N. Domestic Violence Education/Intervention Program Facilitators

Attached please find the proposed Professional Services renewal Contracts for facilitation of the E.V.E.N., Domestic Violence Perpetrators Education/Intervention program. On Tuesday, October 11, 2016, the Community Corrections Board met in regular session and approved for the request of these E.V.E.N. Facilitator Contract Renewals to be forwarded to the Commission for their consideration/approval. The contract is the same contract in every respect to the contract used for the same services over the past 5 years. The proposed contract offers a contract hourly compensation rate of \$25.00 per hour for those facilitators who have provided one or more years of prior service and \$20.00 per hour for those facilitators who have not completed a full year of prior service. These compensation rates have not changed since the inception of the E.V.E.N. Program by Community Corrections in 2009.

The E.V.E.N. program is essentially funded by the proceeds paid by each participant which totals \$440.00 for each participant completing the full course of instruction. I respectfully recommend the proposed Professional Services Contract renewals for these individuals for FY 2016-2017 be placed on the November 7, 2016 Commission Agenda for consideration/approval.

Respectfully submitted,



Paul H. Brown – Executive Director
Montgomery County Community Corrections

PAUL BROWN - EXECUTIVE DIRECTOR

(334) 832-7730 • FAX (334) 832-7176

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

8-1

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

The Montgomery County Commission agrees to pay to the provider a fee, of \$20.00 per hour through August 2017 and \$25.00 per hour thereafter for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

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

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

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

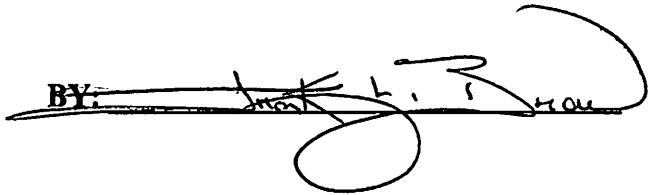
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY:  _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

The Montgomery County Commission agrees to pay to the provider a fee, of \$20.00 per hour for all services rendered under this Professional Services Contract. Fees shall be invoiced in increments of a quarter hour (15 minute periods), a half hour (30 minute periods) and/or whole hours. Only services that are scheduled and pre-approved by the Executive Director of the Montgomery County Community Corrections Department shall be compensated under this Professional Services Contract. Modifications to the monthly schedule must be approved by the Executive Director and made in writing to be compensated.

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

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

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

BY: _____

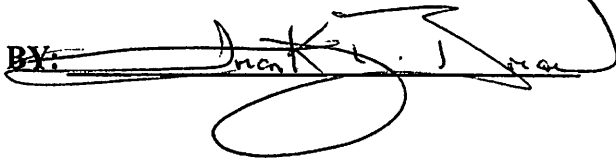
BY: _____

TITLE: _____

PRINT NAME: _____

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

BY: _____

A handwritten signature in black ink, appearing to read "Frank J. [unclear]", is written over the signature line for the M.C.C.P.C.A Board Chair or Representative.

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

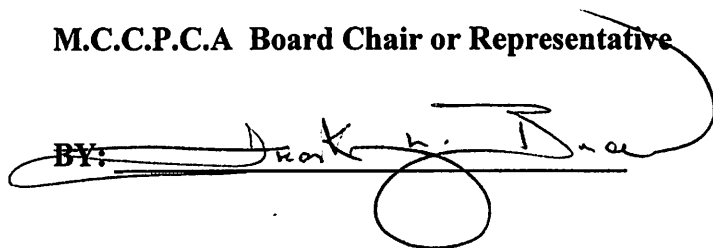
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY:  _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

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

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

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

The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

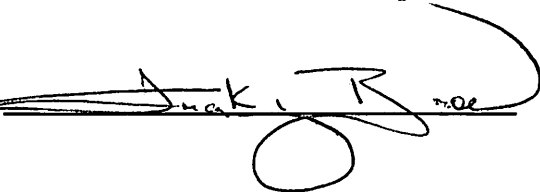
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY:  _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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

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

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The contract period shall begin from date of signing this contract by both parties and shall end at the close of business, September 30, 2017. Actual services to be compensated under this Contract shall commence no earlier than October 1st, 2016. Either party shall have the right to terminate this contract. In any case, this Contract may be terminated, without prior notice upon notification of the Montgomery County Community Corrections Department that all available funds from participant fees and other authorized sources have been exhausted. The provider shall have the right to terminate the contract with the Montgomery County Commission provided 30 days written notice is provided to the Commission.

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

Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

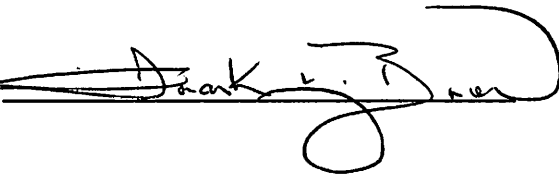
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY:  _____

**STATE OF ALABAMA
COUNTY OF MONTGOMERY**

PROFESSIONAL SERVICES CONTRACT

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

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Dated this _____ Day of _____, 2016.

E.V.E.N. Provider

MONTGOMERY COUNTY COMMISSION

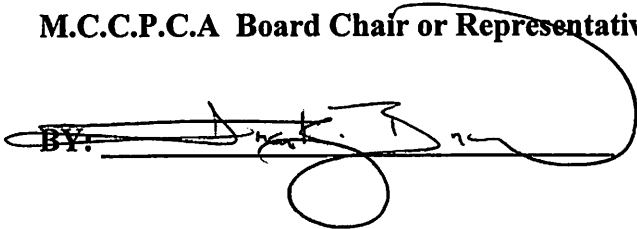
BY: _____

BY: _____

TITLE: _____

PRINT NAME: _____

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

BY:  _____

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

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Third Amendment to Project Agreement with Hyundai Power Transformers USA, Inc.

The Montgomery County Commission, at its meeting on October 17, 2016, agreed to place on the next agenda a Third Amendment to Project Agreement with the State of Alabama, the City of Montgomery, The Industrial Development Board of the City of Montgomery and Hyundai Power Transformers USA, Inc.

I am requesting approval of this item.

DLM/tn

Attachment

Tammy Nix

From: Ellen McNair <Emcnair@montgomerychamber.com>
Sent: Tuesday, October 11, 2016 1:50 PM
To: Donald Mims
Cc: Florence Cauthen
Subject: Hyundai Power - Third Amendment to Project Agreement - V2.DOCX
Attachments: Third Amendment to Project Agreement - V2_(28084347)_(2).DOCX

Donnie,

The attached is an amendment to the 2010 project agreement with Hyundai Power. Chris Simmons handled the original agreement for the City and County. Hyundai Power still has some incentive money owed to them from the State. However, due to the wording in the original agreement the City, County and IDB have something to say about the State incentives. Elton and the Mayor have met with Hyundai Power twice to discuss and agree to let the State and Hyundai Power handle this disbursement without local involvement. The City and County commitments on this project are long completed.

Chris Simmons has been involved all along the way, and has signed off. Will you put this on the agenda at the next meeting to discuss? I will ask the Hyundai Power attorney to be in attendance to address any questions. Thank you, Ellen



Ellen G. McNair, CEcD
Senior Vice President, Corporate Development
Montgomery Area Chamber of Commerce
www.montgomerychamber.com
41 Commerce Street, P.O. Box 79
Montgomery Alabama 36104
Office: 334-240-9430
Cell: 334-391-2457

BUILD ON

A special thank you to the Chamber's *Imagine a Greater Montgomery II* Investors

LEGACY: City of Montgomery | Montgomery County Commission | Hyundai Motor Manufacturing Alabama, LLC | Alabama Power Company | Regions Bank | The Colonial Company | Alabama Gas Corporation | Aronov Realty Management, Inc. | Baptist Health | Goodwyn, Mills & Cawood, Inc. | Larry Puckett Chevrolet | SABIC

SUSTAINING: BBVA Compass | Advertiser Media Group | Alfa Insurance Companies | Beasley, Allen, Crow, Methvin, Portis & Miles, PC | Blue Cross Blue Shield of Alabama | Barrie and Laura Harmon | Hodges Warehouse + Logistics | Jackson Hospital & Clinic, Inc. | Jerry Kyser Builder | Merchant Capital Investments, a division of Stifel Nicolaus | Montgomery Industrial Development Board | Rheem Water Heaters | ServisFirst Bank | Southeast Alabama Gas District | Stivers Ford Lincoln Mazda

From: Chris Simmons [<mailto:CSS@rushtonstakely.com>]
Sent: Tuesday, October 11, 2016 8:27 AM
To: Ellen McNair <Emcnair@montgomerychamber.com>
Subject: FW: Third Amendment to Project Agreement - V2.DOCX

Here is the revised version of the Third Amendment after speaking with Warren yesterday. This is the form that can be approved.

THIRD AMENDMENT TO PROJECT AGREEMENT

THIS THIRD AMENDMENT TO PROJECT AGREEMENT (the "Third Amendment") is hereby made and entered into as of the ____ day of _____, 2016 by and among the **State of Alabama** (the "State"); the **City of Montgomery**, a body corporate and politic (the "City"); **Montgomery County, Alabama**, a body corporate and politic (the "County"); **The Industrial Development Board of the City of Montgomery**, a non-profit public corporation ("IDB"); and **Hyundai Power Transformers USA, Inc.** (formerly known as Hyundai Electric Systems Alabama, Inc.), a Delaware corporation, which is a wholly owned subsidiary of Hyundai Heavy Industries Co., Ltd., a Korean limited partnership (the "Company"). The City, County and IDB are herein referred to as the "Local Parties."

WITNESSETH:

WHEREAS, the parties have hereto entered into a Project Agreement effective July 16, 2010; a First Amendment to Project Agreement dated May 10, 2011; and a Second Amendment to Project Agreement dated September 18, 2014 (collectively referred to herein as the "Project Agreement"), relating to the location of a power transformer manufacturing facility ("Facility," as defined in the Project Agreement) in the City of Montgomery, Alabama, and certain other agreements relating thereto;

WHEREAS, the Company met the Initial Jobs Target of three hundred (300) Full-Time Employees by the revised Initial Jobs Target Date;

WHEREAS, the Company has represented to the State and Local Parties that, due to unanticipated changes in the Company's business environment, it is anticipated that the Company's headcount will remain at current levels as opposed to original projections;

WHEREAS, the State and Local Parties have determined that it is in the best interests of the citizens of the State of Alabama, the City of Montgomery and Montgomery County and in the long term would further economic development within the City, County and State to allow the Local Parties to revise the claw-back provision relating to the Second Installment in a manner that is consistent with the State claw-back provision relating to the Second Installment;

NOW THEREFORE, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby further amend the Project Agreement as follows:

1. Paragraph 4(d)(iii) of the Project Agreement is hereby deleted and, in lieu thereof, the following is inserted as a new Paragraph 4(d)(iii) to read as follows:

(iii) if the Average of Full-Time Employees for the four-year period beginning on the later of (i) the date of achievement of the Initial Jobs Target, but beginning not later than the Initial Jobs Target Cure Date (if applicable), or (ii) the date of receipt of the Second Installment from the State, and ending four years thereafter (the "Initial Jobs Maintenance Period") is less than ninety-five percent (95%) of

300 (i.e., 285), the Company shall pay, subject to the limitations on maximum recapture amounts and credits as set forth in subsection 4(g) below, to the Local Governments jointly the sum of Ten Thousand Dollars (\$10,000) per Full-Time Employee, for each Full-Time Employee or fraction thereof by which said Average is less than 300 Full-Time Employees. The "Average" of Full-Time Employees for the Initial Jobs Maintenance Period shall be determined by adding the sum of the Monthly Averages of Full-Time Employees for each month of such year and dividing the sum of such Monthly Averages by twelve.

2. This Third Amendment may be executed in one or more counterparts, all of which, when the counterpart signature pages of each party are attached, shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts has been signed by each party and delivered to the other parties.

3. Except as amended or modified hereby, the terms and conditions and provisions of the Project Agreement, including but not limited to, the indemnity and hold harmless provisions therein, are hereby confirmed as in full force and effect. Capitalized terms used, but not defined herein, shall have the meaning set forth in the Project Agreement.

[Execution begins on following page]

IN WITNESS WHEREOF, each of the parties has hereunto caused this Third Amendment to be executed on its behalf by duly authorized officer.

STATE:

STATE OF ALABAMA

By: _____
Governor

CITY:

CITY OF MONTGOMERY

Attest: _____
City Clerk

By: _____
Mayor

COUNTY:

MONTGOMERY COUNTY, ALABAMA

By: Montgomery County Commission

Attest: _____
County Administrator

By: _____
Chairman

IDB:

**INDUSTRIAL DEVELOPMENT BOARD
OF THE CITY OF MONTGOMERY**

By: _____
Chairman

COMPANY:

HYUNDAI POWER TRANSFORMERS
USA, INC.

By: _____
President

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

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc.,
regarding Implementation Cost Estimating Services for Montgomery County
ADA Transition Plan

The Montgomery County Commission, at its meeting on October 17, 2016, agreed to place on the next agenda an Agreement for Engineering Services with Goodwyn, Mills & Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan.

I am requesting approval of this item.

DLM/tn

Attachment

10-1



2016 SEP 14 AM 10:38

September 14, 2016

Mr. Donald M. Mims
County Administrator, Montgomery County
101 South Lawrence St.
Montgomery, AL 36104

Re: Implementation Cost Estimating Services
Montgomery County ADA Transition Plan

Dear Mr. Mims:

I would like to thank you for the opportunity to assist the County on this important project. Attached is the agreement signed by GMC for your use in executing the project.

Should you have any questions or comments, please feel free to contact me at any time.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Robert J. Kemp, P.E.
Vice President

Enclosures

**AGREEMENT FOR ENGINEERING SERVICES
GOODWYN, MILLS & CAWOOD
IMPLEMENTATION COST ESTIMATING SERVICES FOR
MONTGOMERY COUNTY ADA TRANSITION PLAN**

This Agreement, made and entered into this ____ day of _____, 2016 by and between **Montgomery County Commission, Montgomery, AL**, hereinafter referred as the Owner and **Goodwyn, Mills & Cawood, Inc.**, hereinafter referred to as the Engineer.

WHEREAS, the Owner desires to have professional engineering services and consultation performed relative to the preparation of Construction Cost Estimating for the implementation of the Montgomery County ADA Transition Plan hereinafter referred to as the Project.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the Owner and Engineer do agree, each with the other, as follows:

ARTICLE 1 – ENGINEER’S SERVICES

1.01 Scope

- A. Engineer shall provide the services set forth in Exhibit A.
- B. Upon this Agreement becoming effective, Engineer is authorized to begin services as set forth in Exhibit A.
- C. If authorized in writing by Owner, and agreed to by Engineer, then Engineer shall perform services beyond the initial scope of this Agreement for additional compensation and an equitable adjustment of the time in which to provide services.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall provide Engineer with all available data as it refers to the County ADA Transition Plan.
- B. Provide access to all related County owned facilities to the Engineer as required by the scope of the Project.
- C. Provide Engineer any history of construction pricing for similar type projects.
- D. Provide Engineer with inflation rates to be applied to construction cost for future projects.

ARTICLE 3 – TIMES FOR RENDERING SERVICES

- A. Engineer’s services shall be performed within six (6) months of execution of this agreement. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

ARTICLE 4 – PAYMENTS TO ENGINEER

4.01 *Methods of Payment for Services of Engineer*

Standard Hourly Rates

1. An amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Assignment, as shown in Exhibit A plus Reimbursable Expenses. The total compensation under Paragraph 4.01.A.1 is estimated not to exceed \$64,031.
2. The amounts billed monthly for Engineer's services will be based on the cumulative hours charged to the Assignment during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges, if any, incurred during the billing period.

ARTICLE 5 – GENERAL CONSIDERATIONS

5.01 *Standard of Care*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

5.02 *Insurance*

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

5.03 *Indemnification and Allocation of Risk*

- A. *Indemnification by Engineer.* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, Owner's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, partners, employees, or Consultants. The indemnification provision of the preceding sentence is subject to the limitation provisions agreed to by Owner and Engineer in this Article 5, if any.

- B. *Indemnification by Owner.* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Assignment, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Assignment.
- C. *Environmental Indemnification.* In addition to the indemnity provided under Paragraph 5.03.B of this Agreement, and to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other disputes resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern (as more fully defined in EJCDC Document No. E-500) at, on, or under any site owned or controlled by Owner, or any property under study, provided that (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence.* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver.* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment.

5.04 *Limit of Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment or this Agreement from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$64,031.

5.05 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner each shall designate a specific individual as a representative with respect to the services to be performed or furnished by Engineer and the responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of each respective party.

ARTICLE 6 – CONTENT OF AGREEMENT

6.01 *Exhibits*

The following Exhibits are incorporated herein by reference:

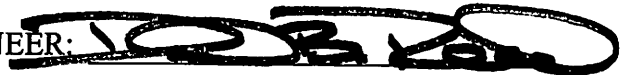
- A. Exhibit A, Original Proposal including Engineer rate charges and ADA deficiencies from the Transition Plan were cost is to be estimated.

6.02 *Total Agreement*

- A. This Agreement together with the Exhibits identified in Paragraph 6.01 constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: _____

ENGINEER: 

By: Elton N. Dean, Sr.

By: David Reed

Title: Chairman, Montgomery County Commission

Title: Executive Vice President

Date Signed: _____

Date Signed: 9/14/2016

Engineer License or Firm's Certificate No. (if required by state law): CA-484-E

State of: Alabama

Address for giving notices:

Address for giving notices:

P.O. Box 1667

2660 Eastchase Lane

Montgomery, Alabama 36102

Suite 200

Montgomery, Alabama 36117

Designated Representative (Paragraph 5.05):

Designated Representative (Paragraph 5.05):

Name: _____

Name: Bobby Kemp

Title: _____

Title: Vice President Transportation

Phone Number: _____

Phone Number: 334-271-3200

Facsimile Number: _____

Facsimile Number: 334-272-1566

E-Mail Address: _____

E-Mail Address: bobby.kemp@gmcnetwork.com

Exhibit A Proposal



August 23, 2016

Mr. Donald M. Mims
County Administrator, Montgomery County
101 South Lawrence St.
Montgomery, AL 36104

Re: Implementation Cost Estimating Services
Montgomery County ADA Transition Plan

Dear Mr. Mims:

GMC is pleased to submit this proposal to provide Implementation Cost Estimating Services for the County ADA Transition Plans. Under this agreement, GMC will analyze the areas on non-compliance identified in the ADA Transition Plan for Public Rights of Way and Parks and provide preliminary cost estimates to bring these facilities into compliance.

We have looked at the Draft Report and estimated the time we anticipate we need to develop the estimates. We will perform the work on a cost plus basis using hourly billing rates with a not to exceed budget of \$64,031.

Attached are the worksheets we used to determine the not to exceed value. We appreciate this opportunity and look forward to working with you and your staff on this important Project.

Should you have any questions or comments, please feel free to contact me at any time.

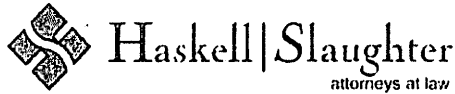
Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Robert J. Kemp, P.E.
Vice President

Enclosures

**Montgomery County ADA Transition Plan
Implementation Cost Estimation Services
Proposal Summary**

	SITE REVIEW	COST ESTIMATE
	HOURS	
PARK COMPLIANCE ISSUES	56.5	56.5
PROW COMPLIANCE ISSUES	137	244
TOTAL HOURS	193.5	300.5
	494	
COST		
Senior Engineer (\$130/hr.)	\$25,155.00	
Engineering Intern (\$110/hr.)		\$33,055.00
Project Management (10%)	\$5,821.00	
Total Cost	\$64,031.00	



Haskell Slaughter & Gallion, LLC

8 Commerce Street

Suite 1200

Montgomery, Alabama 36104

t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 22, 2016

TTG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Agreement with Goodwyn Mills Cawood, Inc., regarding Implementation Cost Estimating Services for ADA Transition Plan

I have reviewed your memorandum dated September 21, 2016, regarding an agreement with Goodwyn Mills Cawood regarding Implementation Cost Estimating Services for ADA Transition Plan.

It is my opinion that this is the normal contract that Goodwyn Mills & Cawood and the County have entered into before, with the exception that Scott Kramer recommends adding \$1 million to each of the insurance coverages listed in Article 5.02. Based on Scott's recommendation, I suggest adding the \$1 million to each of the insurance coverages listed in Article 5.02. As in the prior contracts, we need to put in our Standard Dispute Resolution Language.

"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 Goodwyn, Mills & Cawood."

I am also of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, and general welfare of the citizens of Montgomery County. I, therefore, see no reason why the above agreement cannot be executed if it is the desire of the Montgomery County Commission.

50051-317

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

September 21, 2016

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Agreement with Goodwyn, Mills and Cawood, Inc., regarding
Implementation Cost Estimating Services for ADA Transition Plan

Attached is an Agreement for Engineering Services with Goodwyn, Mills and Cawood, Inc., regarding Implementation Cost Estimating Services for Montgomery County ADA Transition Plan.

Director of Risk Management Scott Kramer recommends adding \$1 million to each of the insurance coverages listed in Article 5.02 *Insurance*, and adding our standard dispute resolution to this Agreement.

Please review and issue your Opinion by Monday, September 26, 2016, as to whether this Agreement and Mr. Kramer's recommendations are acceptable.

As always, thank you for your assistance.

/tn

Attachment

10-12

AGENDA

NOV - 7 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Myrtle Singleton, Purchasing Manager *MS*
DATE: October 13, 2016
RE: Contract No. 51901-16B-028 Janitorial Services

I request that the attached Amendment No. 2 to Falls Facility Services, Inc., contract for janitorial services be considered for approval on a future agenda.

Amendment No. 2 will allow the contract to be extended for one year, beginning November 16, 2016, and ending on November 15, 2017.

Falls Facility Services, Inc., would like to increase prices by 5% in accordance with the terms of the contract. All other provisions of the contract shall remain the same.

This contract extension has been coordinated with Florence Cauthen, Deputy Administrator.

Attachment

•

**Montgomery County Commission
Purchasing Department
P. O. Box 1667
Montgomery, AL 36102**

Amendment
To
Contract # 51901-15B-028

Amendment No. 2

Contract for janitorial services, is hereby extended for one (1) year beginning November 16, 2016 and ending November 15, 2017.

Prices will increase 5%, in accordance with the contract.

All other provisions of the contract will remain the same.

WITNESS:

FALLS FACILITY SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

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

AGENDA

NOV - 7 2016

November 7, 2016

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-2017-11: All Collaborating to Serve Community Development Corporation (ACTS CDC), for Community Development - \$5,000; (Williams)
- C-2017-12: Lifetime Resolutions II, Inc., for Holistic Center for Women, for Program for Youth and Their Mothers Who Need Treatment for Substance Abuse and Mental Illnesses - \$15,000; (Williams)
- C-2017-13: Madison Park Community Re-union Organization, for Educational and Recreational Activities that will Enhance the Quality of Life for the Madison Park Community - \$5,000; (Williams)
- C-2017-14: Montgomery Community Action Agency, for Community Service Programs - \$25,000; (Williams)
- C-2017-15: Montgomery Bible Institute and Theological Center, for Educational Programs for Low Income Citizens Regarding Computer Training - \$2,500; (Williams)
- C-2017-16: Project 2 Uplift, Inc., for Youth Mentoring Program - \$1,500; (Williams)
- C-2017-17: Westside Restoration Corporation, for At-Risk Youth Programs - \$1,500; (Williams)

12-1

MEMORANDUM
Montgomery County Commission
November 7, 2016
Page 2

- C-2017-18: Huntingdon College, Department of Athletics, for Football Program, Attn: Coach Mike Turk - \$500; (Dean)
- C-2017-19: Huntingdon College, Department of Athletics, for Baseball Program, Attn: Coach D. J. Conville - \$500; (Dean)
- NC-2017-7: City of Montgomery, to be used by BONDS to Support Nixon Times Neighborhood, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$250; (Williams)
- NC-2017-8: City of Montgomery, to be used by BONDS to Support Three Points Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$250; (Williams)
- NC-2017-9: City of Montgomery, to be used by BONDS to Flatwood Community, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$500; (Williams)
- NC-2017-10: City of Montgomery, to be used by BONDS to Support the Sheridan Heights Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Williams)
- NC-2017-11: City of Montgomery, to be used by BONDS to Support the Western Hills Neighborhood Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Williams)
- NC-2017-12: BOE, Robert E. Lee High School, for Band Program - \$1,000; (Walker)
- NC-2017-13: BOE, Carver Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2017-14: BOE, Floyd Middle Magnet School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2017-15: BOE, Floyd Elementary School, for Principal's Discretionary Fund - \$500; (Dean)
- NC-2017-16: BOE, Davis Elementary School, for Principal's Discretionary Fund - \$500; (Dean)

MEMORANDUM
Montgomery County Commission
November 7, 2016
Page 3

NC-2017-17: BOE, Catoma Elementary School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-18: BOE, Martin L. King Elementary School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-19: BOE, Southlawn Elementary School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-20: BOE, Southlawn Middle School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-21: BOE, Sidney Lanier High School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-22: BOE, Pintlala Elementary School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-23: BOE, Carver Senior High School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-24: BOE, Bellingrath Middle School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-25: BOE, MacMillan International Academy for Humanities, Communications and Technology, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-26: BOE, McKee Middle School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-27: BOE, Bear Exploration Center for Mathematics, Science and Technology, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-28: BOE, Seth Johnson Elementary School, for Principal's Discretionary Fund - \$500; (Dean)

NC-2017-29: Alabama State University, Department of Athletics, for Baseball Camp, Attn: Coach Jose' Vazquez - \$500; (Dean)

NC-2017-30: Alabama State University, Department of Athletics, for Tennis Camp, Attn: Coach Anuk Christiansz - \$500; (Dean)

MEMORANDUM
Montgomery County Commission
November 7, 2016
Page 4

- NC-2017-31: Alabama State University, Department of Athletics, for Men's Basketball Camp, Attn: Lewis Jackson - \$500; (Dean)
- NC-2017-32: Alabama State University, Department of Athletics, for Ladies' Basketball Camp, Attn: Coach Freda Freeman-Jackson - \$500; (Dean)
- NC-2017-33: Alabama State University, Department of Athletics, for Football Camp, Attn: Coach Brian Jenkins - \$500; (Dean)
- NC-2017-34: Alabama State University, Department of Athletics, for Track Camp, Attn: Coach Ritchie Beene - \$500; (Dean)
- NC-2017-35: Alabama State University, Department of Athletics, for Golf Camp, Attn: Coach Gary Grandison - \$500; (Dean)
- NC-2017-36: Alabama State University, Department of Athletics, for Volleyball Camp, Attn: Coach Penny Lucas-White - \$500; (Dean)
- NC-2017-37: Alabama State University, Department of Athletics, for Soccer Camp, Attn: Coach Jodie Smith - \$500; (Dean)
- NC-2017-38: Alabama State University, Department of Athletics, for Ladies Softball Camp, Attn: Coach Chris Steiner-Wilcoxson - \$500; (Dean)
- NC-2017-39: Alabama State University, Department of Athletics, for Bowling Program, Attn: Coach Andrew Chatmon - \$500; (Dean)
- NC-2017-40: Alabama State University, for Alabama State University Marching Band Camp, Attn: James Oliver - \$500; (Dean)
- NC-2017-41: Alabama State University, for Theatre Department, c/o Dr. Stewart - \$500; (Dean)
- NC-2017-42: City of Montgomery Parks and Recreation Department, for Willie Cook Community Center, for Senior Citizens Thanksgiving Dinner - \$2,000; (Dean)

DLM/tll

12-4

AGENDA

NOV - 7 2016

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: October 13, 2016

RE: Invitation to Bid No. 52110-16B-043
Inmate Security

I request approval of award on the above referenced Invitation to Bid to the lowest bidder, North Atlantic Security, in the amount of \$51.62, based on hourly pricing of 14.75 an hour for regular, \$14.75 an hour for unscheduled and \$22.12 an hour for holidays, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

The contract will be for one (1) year, with the option to renew for an additional two (2) years in one year periods. At the end of the one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.

Coordination of award made with Derrick Cunningham, Sheriff.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
BID NO. 52200-16B-043				North Atlantic Security P. O. Box 448 Columbus, MS 39703 Attn: Joseph Brackin (662) 327-3555		Numark International, Inc. 509 West 84th Ave. Suite F Merrillville, Indiana 46410 Attn: Oscar Johnson (877) 404-6275		DTA Security Services NO BID		Twin City Security, LLC NO BID			
ISSUED: SEPTEMBER 19, 2016													
OPENED: OCTOBER 6, 2016													
SHERIFF AND YOUTH FACILITY													
TERMS OF PAYMENT / DISCOUNT:				net 15		1st and 15th of each month							
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	REGULAR AND SCHEDULED												
	APPOINTMENTS	EA	1	\$14.75	\$14.75	\$25.00	\$25.00						
2	UNSCHEDULED APPT												
	AFTER HRSMWKENDS	EA	1	\$14.75	\$14.75	\$30.00	\$30.00						
3	HOLIDAYS	EA	1	\$22.12	\$22.12	\$37.50	\$37.50						
	INMATE GUARD												
	SERVICE - SHERIFF												
	AND YOUTH FAC.												
	12 BIDS MAILED												
TOTAL BID AMOUNTS					\$51.62		\$92.50						

Notes:

132

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 1st day of December, 2016 between North Atlantic Security of Columbus, MS and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, North Atlantic Security owns and operates a business and desires to furnish Inmate Security Guard Services for Montgomery County Commission, Detention Facility and Montgomery County Youth Facility, as needed, in accordance with all provisions of Invitation to Bid No. 52200-16B-043, as issued by the Montgomery County Commission on September 19, 2016, (hereinafter referred to as the "Invitation to Bid"), a copy of which is attached hereto:

WHEREAS, In Consideration thereof, North Atlantic Security and Montgomery County Commission agree as follows:

1. All terms and conditions of the Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will begin December 1, 2016 and will end November 30, 2017. The contract will be for one (1) year with the option to renew for an additional two years in one (1) year periods. At the end of each one year contract period, a price escalation may be allowed, but shall not exceed 5% per year.
3. That the hourly price for Regular and Scheduled Appointments will be \$14.75 per man hour; Unscheduled Appointments and/or Emergency after Hours or on Weekends will be \$14.75 per man hour; and for Holidays \$22.12 per man hour.
5. That Montgomery County Commission and North Atlantic Security shall have the right to terminate this agreement at any time during the contract period by giving a thirty (30) day written notice by either party.
6. That North Atlantic Security shall at all times be in compliance with all specifications and special provisions of the Invitation to bid.
7. That North Atlantic Security agrees to protect, defend, indemnify and

officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of North Atlantic Security, death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. North Atlantic agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. North Atlantic Security also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 1st day of December, 2016.

WITNESS:

NORTH ATLANTIC SECURITY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

BUDGET FORM 5
AGENDA
NOV - 7 2016

REQUEST NUMBER 1

DEPARTMENT:	Board of Registrars	REVIEWED:	S. Thomas	10/13/2016
			Finance Director	Date
REQUESTED BY:	George M. Noblin	APPROVED:		
Elected Official/Dept. Head	Date	Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Extra Help	001-51920-115	3,030	5,000	8,030
Postage	001-51920-252	23,401	(5,000)	18,401
TOTAL		26,431	0	26,431

JUSTIFICATION:
To realign the budget to cover our two temporary employees (retirees from the office) through the November Presidential Election cycle.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

REQUEST NUMBER 5

BUDGET FORM 5
AGENDA

NOV - 7 2016

DEPARTMENT:	County Comm Appropriation:	REVIEWED: S. Thomas	10/21/2016
DATE:	10/17/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
BOE-Dannelly Elementary School	001-58100.498	0	10,000	10,000
Donation Revenue	001-40000.47701	(52,500)	(10,000)	(62,500)
TOTAL		(52,500)	0	(52,500)

JUSTIFICATION:

To provide funding for a Capital improvement project at Dannelly Elementary School.

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

REQUEST NUMBER 6

BUDGET FORM 5
AGENDA

NOV - 7 2016

DEPARTMENT:	County Comm Appropriation:	REVIEWED:	S. Thomas	10/21/2016
DATE:	10/17/2016	Finance Director		Date
REQUESTED BY:	Donald L. Mims	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Valiant Cross Academy	001-58100.498	0	20,000	20,000
Donation Revenue	001-40000.47701	(62,500)	(20,000)	(82,500)
TOTAL		(62,500)	0	(62,500)

JUSTIFICATION:

To provide funding for computer equipment and smart board system at Valiant Cross Academy.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

AGENDA

REQUEST NUMBER 7

NOV - 7 2016

DEPARTMENT:	County Comm Appropriation:	REVIEWED: S. Thomas	10/21/2016
DATE:	10/17/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Chamber of Commerce	001-59320.483	0	5,000	5,000
In House Misc. Appropriations	001-59310.498	75,000	(5,000)	70,000
TOTAL		75,000	0	75,000

JUSTIFICATION:

To provide funding for the 2017 Lacey Boyd Annual New Year's Day Parade.

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 8

BUDGET FORM 5
AGENDA

NOV - 7 2016

DEPARTMENT:	County Comm Appropriation:	REVIEWED: S. Thomas	11/3/2016
DATE:	10/17/2016	Finance Director	Date
REQUESTED BY:	Donald L. Mims	APPROVED:	
Elected Official/Dept. Head		Administrator	Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Sheriff's Fund	001-62100.62749	0	500	500
In House Misc. Appropriations	001-59310.498	70,000	(500)	69,500
TOTAL		70,000	0	70,000

JUSTIFICATION:

Transfer funds to the Sheriff's Fund for Thanksgiving Day Parade activities.

18-1



BOARD OF REGISTRARS MONTGOMERY COUNTY

AGENDA

NOV - 7 2016

October 11, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George M. Noblin 
Chairman, Board of Registrars
Lee Sellers, Member
Brenda Daly, Member

SUBJECT: Replacement of Administrative Support Associate and Grade Increase for Existing
Administrative Support Associate

* In the past 15 months, The Board of Registrars has experienced the retirement of three senior clerks and the unexpected resignations of two replacements. Regarding these vacancies we have two requests. First, on September 12, 2016, the Commission approved a Position Fill Request for an Administrative Support Associate. After the selection process, we would like to offer the position to an applicant currently employed by another County department. The employee is currently at a much higher pay step and understandably would only transfer at the same rate. Given the difficulty the Board has experienced in maintaining a sufficient and stable workforce, we feel that a transfer with experience would offer the best solution and are asking for a budget increase to cover the increased salary and benefits. The approximate amount needed to cover the difference for the current budget year is \$11,000. The employee would transfer from another General Fund budget, which should realize the same amount in savings.

Secondly, we ask for an out-of-step pay raise (two steps), with an estimated cost of \$2,200 for our only current full time employee, an Administrative Support Associate. The increase is requested for the employee who is currently absorbing the work of the vacant positions. This would be a change from a pay grade of A03-Step 2 to A03-Step 4. Our current budget will cover the increased cost due to the vacancies in the other positions. Fortunately, we have been able to bring back our retired clerks, two as temporary workers and one as a retired rehire on a part-time basis, to at least get us through the November General Election in this extremely busy Presidential Election Cycle.

We respectfully urge the Commission's approval of these requests.



BOARD OF REGISTRARS MONTGOMERY COUNTY

AGENDA

NOV - 7 2016

October 11, 2016

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George M. Noblin 
Chairman, Board of Registrars
Lee Sellers, Member
Brenda Daly, Member

SUBJECT: Replacement of Administrative Support Associate and Grade Increase for Existing Administrative Support Associate

In the past 15 months, The Board of Registrars has experienced the retirement of three senior clerks and the unexpected resignations of two replacements. Regarding these vacancies we have two requests. First, on September 12, 2016, the Commission approved a Position Fill Request for an Administrative Support Associate. After the selection process, we would like to offer the position to an applicant currently employed by another County department. The employee is currently at a much higher pay step and understandably would only transfer at the same rate. Given the difficulty the Board has experienced in maintaining a sufficient and stable workforce, we feel that a transfer with experience would offer the best solution and are asking for a budget increase to cover the increased salary and benefits. The approximate amount needed to cover the difference for the current budget year is \$11,000. The employee would transfer from another General Fund budget, which should realize the same amount in savings.

* { Secondly, we ask for an out-of-step pay raise (two steps), with an estimated cost of \$2,200 for our only current full time employee, an Administrative Support Associate. The increase is requested for the employee who is currently absorbing the work of the vacant positions. This would be a change from a pay grade of A03-Step 2 to A03-Step 4. Our current budget will cover the increased cost due to the vacancies in the other positions. Fortunately, we have been able to bring back our retired clerks, two as temporary workers and one as a retired rehire on a part-time basis, to at least get us through the November General Election in this extremely busy Presidential Election Cycle.

We respectfully urge the Commission's approval of these requests.

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

NOV - 7 2016

November 3, 2016

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Position Fill Request for Detention Facility

The Montgomery County Commission, at its meeting on October 17, 2016, agreed to place on the next agenda a Position Fill Request for Corrections Officer Trainee (CO0419)/Corrections Officer (CO0420), Position Number 113, from the Detention Facility.

I am requesting approval of this item.

/tn

Attachment

Requisition for Montgomery City County Personnel
For Recruitment, Referral of Eligible Lists, and Special Appointments

Status: Routed to County Commission
Requisition ID: 1219

Date Requisition Created: 9/27/2016 3:15:09 PM

Requisition Properties

Start Date	9/27/2016		Position Number	113
Desired Hire Date	10/11/2016		Recruitment Number	-
Position Type	Open Competitive	☒	Prefer Position(s) to be Filled By	☒

Department and Class Information

Department Name	Detention Facility	☒	Self Budget	50 - DETENTION FACILITY	☒	Job Class Code and Title	CO0419 - Corrections Officer	☒
Override Dept Name	Select Department	☒	Certify Register from Alternate Job Class	CO0420 - Corrections Officer				☒

List Requirements

You must provide a number from 1 to 99 for the number of vacancies.

# Vac	Jurisdictions	Emp. Status
1 ☒	Montgomery County ☒	Full-Time ☒

Notes

Position #113 - Replacement of Kryshan Payne

[View Details](#)

Requisition Supporting Information

Proposed			County
Effective	10/11/2016		Payroll
Date of Hire			Number

Notes

COUNTY
USE ONLY
Manpower
Data Entered
By

COUNTY
USE ONLY
Manpower
Data Entered
On

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

NOV - 7 2016

Date: November 2, 2016
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, Alabama
Departure Date: November 30, 2016 Return Date: December 1, 2016
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the Annual Governmental Accounting & Auditing Forum

Traveler (s) Name: 1. Donald Mims 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$647.41 Advance Registration Required: \$300.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$300.00: Hotel- \$148.05: Meals- \$100.00: Mileage-\$99.36

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

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$647.41 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$175.00</u>	
Budget Available:	<u>\$22,325.00</u>	
Current Requests:	<u>\$647.41</u>	
Budget Balance:	<u>\$21,677.59</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/3/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 1

AGENDA

NOV - 7 2016

Date: November 2, 2016

To: Donald L. Mims, Administrator

From: Daryl D. Bailey, District Attorney

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: November 14, 2016 Return Date: November 15, 2016

Conference Leave (Days / Hours): 2 Days

Purpose of Travel: 2016 Case Management Conference - Exploring the Spectrum of Case Management

Traveler (s) Name: 1. Bessie Watkins 4. _____
2. Eris Beasley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$140.00 Advance Registration Required: \$0.00

Department Name: District Attorney PreTrial Diversion Fund Name: 001-51263-265

Additional Comments: _____

To: Daryl D. Bailey, District Attorney

From: Donald L. Mims, Administrator

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the approximate amount of \$140.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-51263.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$2,700.00

Approved Requests: \$0.00

Budget Available: \$2,700.00

Current Requests: \$140.00

Budget Balance: \$2,560.00

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 11/2/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

AGENDA

NOV - 7 2016

Date: October 25, 2016

To: Donald L. Mims, Administrator

From: Sheriff Derrick Cunningham

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: January 22, 2017 Return Date: January 25, 2017

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: attend AL Sheriffs Association Winter Conference

Traveler (s) Name: 1. Sheriff Cunningham 4. _____
2. Chief Kevin Murphy 5. _____
3. _____ 6. _____

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

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

Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: Conference is being held in Montgomery-only expected expenses are registration fees

To: Sheriff Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the approximate amount of \$700.00 and advance registration of \$700.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$7,830.00</u>	
Budget Available:	<u>\$17,170.00</u>	
Current Requests:	<u>\$900.00</u>	
Budget Balance:	<u>\$16,270.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/26/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

AGENDA

NOV - 7 2016

Date: October 25, 2016
To: Donald L. Mims, Administrator
From: Sheriff Derrick Cunningham
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: January 25, 2017 Return Date: January 26, 2017
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend 911 Program conference

Traveler (s) Name: 1. Major Jon Briggs 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$175.00 Advance Registration Required: \$175.00
Department Name: Sheriff's Office Fund Name: 001-52110.265

Additional Comments: _____

To: Sheriff Derrick Cunningham
From: Donald L. Mims, Administrator

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$175.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52110.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$25,000.00</u>
Approved Requests:	<u>\$7,555.00</u>
Budget Available:	<u>\$17,445.00</u>
Current Requests:	<u>\$1,075.00</u>
Budget Balance:	<u>\$16,370.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 11/2/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

NOV - 7 2016

Date: October 28, 2016

To: Donald L. Mims, Administrator

From: Bruce R. Howell

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Homewood, Al.

Departure Date: November 4, 2016

Return Date: November 4, 2016

Conference Leave (Days / Hours): 1 day

Purpose of Travel: Attend Brain Injury and Juvenile Justice Training

Alabama Department of Rehabilitation Services

Traveler (s) Name: 1. Shannon Silva 4. _____

2. Jamie Burnett 5. _____

3. Jeannie Tapley 6. _____

Check Mode of Transportation: County Vehicle

☒

Commercial Air

☐

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$0.00

Advance Registration Required: _____

Department Name: Youth Facility

Fund Name: 001-52603-265

Additional Comments: Free approved training

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52603.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$13,000.00

Approved Requests: \$1,350.00

Budget Available: \$11,650.00

Current Requests: \$0.00

Budget Balance: \$11,650.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/31/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

AGENDA

NOV - 7 2016

Date: October 17, 2016
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: January 25, 2017 Return Date: January 27, 2017
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Tax Sales and Redemptions (20 HRS)

Traveler (s) Name: 1. LaNitra Lee 4. _____
2. Antreece Martin 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$500.00 Advance Registration Required: \$500.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: REGISTRATION: \$250/per person

TOTAL EST. COST: \$500.00

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

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$500.00 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>\$1,814.64</u>	
Budget Available:	<u>\$28,185.36</u>	
Current Requests:	<u>\$500.00</u>	
Budget Balance:	<u>\$27,685.36</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/21/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

AGENDA

NOV - 7 2016

Date: October 17, 2016

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: January 16, 2017 Return Date: January 20, 2017

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: Advanced Appraisal Concepts

Traveler (s) Name: 1. Jeremy Calloway 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

TOTAL EST. COST: \$275.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 11/7/16 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: 120-51985.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$30,000.00
Approved Requests: \$1,814.64
Budget Available: \$28,185.36
Current Requests: \$775.00
Budget Balance: \$27,410.36

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/21/2016

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

AGENDA

NOV - 7 2016

Date: October 25, 2016
To: Donald L. Mims, Administrator
From: Carmen Douglas, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: November 14, 2016 Return Date: November 14, 2016
Conference Leave (Days / Hours): 4 Hours
Purpose of Travel: AUM 2016 Fall Internship & Co-Op Fair

Traveler (s) Name: 1. Brittany Lopez 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: No Cost

To: Carmen Douglas, Director
From: Donald L. Mims, Administrator

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$263.84</u>	
Budget Available:	<u>\$24,736.16</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$24,736.16</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 10/26/2016

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

AGENDA

NOV - 7 2016

Date: October 25, 2016
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 3000 Earl Goodwin Pkwy, Selma, AL 36703
Departure Date: December 8, 2016 Return Date: December 9, 2016
Conference Leave (Days / Hours): 2 days
Purpose of Travel: To attend the ORAS Class

Traveler (s) Name: 1. Ronald Sellers 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$150.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: food & gas

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 11/7/16 reimbursement of actual and necessary expenses in the
approximate amount of \$150.00 and advance registration of \$0.00 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>\$9,000.00</u>
Approved Requests:	<u>\$1,660.00</u>
Budget Available:	<u>\$7,340.00</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$7,190.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 10/26/2016

cc: Finance Director / Buyer

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