

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
AUGUST 20, 2018
AGENDA
INFORMATION SESSION

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

Prayer

Reports from Staff:

Administrator
Deputy Administrator
County Engineer
Manager of Public Affairs
County Attorney

Comments from Scheduled Attendees:

Chief Appraiser Clay Henley
Director of Elections Darryl Parker
Presiding Circuit Judge Johnny Hardwick Fifteenth Judicial Circuit
Sheriff Derrick Cunningham
Finance Director Sherrill Thomas
Architect Griffin Harris with PH&J Architects, Inc.

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Walker

Pledge of Allegiance Led by Commissioner Sankey

Call of Roll to Establish Quorum

Comments from Citizens

Presentation of the Minutes of the Regular Meeting of August 6, 2018

CONSENT AGENDA:

Consider Authorization of Accounts Payable Checks and Payroll Checks

PUBLIC HEARING:

Public Hearing Regarding Application to the Department of Justice, for the Edward Byrne Memorial Justice Assistance Grant for Fiscal Year 2018, Sheriff's Office

NEW BUSINESS:

1. Consider Authorization of Board Member Appointment, Montgomery City-County Public Library Board
2. Consider Authorization of Interlocal Cooperation Agreement with the City of Montgomery for the 2018 Edward Byrne Memorial Justice Assistance Grant, Sheriff's Office
3. Consider Authorization of Homeland Security 2018 Grant for Physical Protective Measures and Access Control, Sheriff's Office
4. Consider Authorization of Alabama 911 Board Grant, Cycle 4, Sheriff's Office
5. Consider Authorization of Agreement with the Montgomery Area Chamber of Commerce regarding Federal Issues Management Initiative, County Commission
6. Consider Authorization of Agreement with the Alabama Department of Transportation regarding Resurfacing Old Selma Road from Lowndes County Line to Montgomery City Limits, Project# STPAA-5118(250); MCP 51-84-17; CPMS Ref. # 100067619 and Related Resolution, Engineering Department
7. Consider Authorization of Interagency Cooperative Agreement with the Alabama Department of Environmental Management regarding Right of Way Cleanup Program Remediation of Discarded Scrap Tires within Montgomery County, Alabama, Engineering Department
8. Consider Authorization of Contract with Goodwyn, Mills and Cawood, Inc., regarding Montgomery County Jail Shower Renovation, GMC Project Number AMGM160069, Subject to Review by County Attorney, County Commission
9. Consider Authorization of Engagement Letter with Gilpin Givhan, PC, regarding the Development of Financial Management Policies, County Commission
10. Consider Authorization of Amendment Number 1 to Contract with Climate Service, Inc., regarding a One (1) Year Extension, beginning October 1, 2018 and ending on September 30, 2019 and a 5% Pricing Increase, for Preventive Maintenance on HVAC for Various County Buildings, Contract Number 51901-17B-027, Support Services

11. Consider Authorization of Amendment Number 1 to Contract with ASE Cakes & Catering, LLC, regarding a Three (3) Year Extension, beginning September 8, 2018 and ending on September 7, 2021, for Cafeteria Lease, Contract Number 51100-15B-027, County Commission
12. Consider Authorization of Final Change Order to Contract with Central Contracting, Inc., regarding Construction of the Fleet Maintenance Shop, County Commission
13. Consider Authorization of Bid Award to Harrison and Associates Services, LLC, for Option I: Turf Area of Approximately 7 Acres including Maintenance Areas 1 and 2 in the Amount of \$19,525 for Landscape Maintenance Services and \$30.00 per Hour for Irrigation Repairs, Bid Number 51901-18B-024, Parks and Recreation Department
14. Consider Authorization of Miscellaneous Appropriations to Agencies, County Commission
15. Consider Authorization of Miscellaneous Appropriations to Education, County Commission
16. Consider Authorization of Miscellaneous Appropriations from Designated Revenue, County Commission
17. Consider Authorization of Budget Change Request Numbers 10 and 11, Engineering Department
18. Consider Authorization of Budget Change Request Number 2, Information Systems
19. Consider Authorization of Budget Change Request Number 3, Personnel Department
20. Consider Authorization of Budget Change Request Number 4, Probate Judge's Office
21. Consider Authorization of Budget Change Request Number 2, Support Services
22. Consider Authorization to Reallocate a Court Security Officer Position to an Administrative Support Associate and Related Position Fill Request, Sheriff's Office
23. Consider Authorization to Change the Pay Grade for Inmate Grievance/Disciplinary Clerk Position from Pay Grade A03 (\$25,630 - \$38,294) to Pay Grade A04 (\$28,765 – \$42,978), Sheriff's Office
24. Consider Authorization of Temporary Appointment of Customer Service Clerk Alicia Miles to Assistant Tag and License Supervisor for a period of no longer than ninety (90) days or until the absent Assistant tag and License Supervisor returns, whichever occurs first, Probate Judge's Office

25. Consider Authorization of Position Fill Request(s) – Detention Facility (2)
 - Corrections Officer Corporal, Position Number 500425014
 - Corrections Officer Trainee, Position Number 500419219
26. Consider Authorization of Position Fill Request(s) – Youth Facility (1)
 - Juvenile Detention Officer, Position Number 900300008
27. Consider Authorization of Travel/Training Requests (11)

Reports from Staff:

Administrator
Deputy Administrator
Manager of Public Affairs

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Presentations by:

Architect Johnny B. Raines, III with Barganier Davis Williams Architects Associated
Architect Chris Murphy with Goodwyn, Mills and Cawood, Inc.
Managing Director Mike Dunn with STIFEL and Executive Vice President Neill Wright
with Liberty Bank
Attorney Alvin Hope with Maynard, Cooper & Gale

Reports from Staff:

Administrator
Deputy Administrator
County Attorney
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

AUGUST 20, 2018

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 11:30 a.m.

SEPTEMBER 3, 2018

County Holiday (Labor Day)

SEPTEMBER 4, 2018

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

SEPTEMBER 17, 2018

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

OCTOBER 1, 2018

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

OCTOBER 8, 2018

County Holiday (Columbus Day)

OCTOBER 15, 2018

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

8-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-3-18

Check Number	To	Check Number
280650		280778
Total Checks Paid		\$5,605,011.19

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

EFT's included in amount

AGENDA

AUG 20 2018

8-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-10-18

Check Number	To	Check Number
280779		280830
Total Checks Paid		\$118,470.25

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

EFT's included in amount

AGENDA

AUG 20 2018

8-20-18 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 8-10-18

Check Number	To	Check Number
280831		280940
Total Checks Paid		\$1,551,775.65

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

EFT's included in amount

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
8/3/18

Payroll Check Number	130532	To	Payroll Check Number	130602	\$	46,987.39
Direct Deposits					\$	871,880.89
Payroll Check Number	130603	To	Payroll Check Number	130623	\$	251,825.54
Direct Deposits					\$	396,061.55
Federal Deposits					\$	296,339.09
Total Payroll Paid					\$	1,863,094.46

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

Public Hearing Notice

The Montgomery County Commission will hold a public hearing to discuss the Montgomery County Sheriff's Office application to the Department of Justice, Justice Assistance Grant for FY 2018. The Montgomery County Commission will consider the issue at the County Commission meeting scheduled for 9:30 a.m. on Monday, August 20, 2018. The Commission will meet in the County Commission Chambers, on the 1st floor at 101 South Lawrence Street, Montgomery, AL. Those wishing to comment may do so at that time.

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISALAH SANKEY
DOUG SINGLETON



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

AUG 20 2018

August 14, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Board Member Appointment to the Montgomery City/County Public Library Board

The Montgomery County Commission, at its meeting on August 8, 2018, agreed to place on the next agenda the appointment of Theresa Steele Mitchell to the Montgomery City/County Public Library Board to replace Amy C. Knudsen for a term expiring June 1, 2020.

I am requesting approval of this appointment.

DLM/tn

Attachment

July 19, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Montgomery City-County Public Board Library

The Montgomery City-County Public Board Library has requested that a replacement for Trustee Amy C. Knudsen be appointed.

Theresa Steele Mitchell, MS, LMFT

Phone: 334-603-5949

Email:

Summary

Self-motivated and committed to serving community. Thrives in high-passed work environments and enjoys working with teams. Over twenty years' experience with children and families. Teaching experience includes middle school and high school settings (8 years). Clinical/Counseling expertise in family dynamics and adolescents—over 10 years. Currently in leadership role as Executive Director over youth residential treatment facility.

I. Education

M.S. Stetson University

Marital, Couple, & Family Therapy/Counseling

Degree Conferred: December 2005

B.S. Auburn University

Secondary Language Arts Education

Degree Conferred: June 2001

II. Professional Certification/Licenses/Training

- State of Florida (#MT 2487) & Alabama (#L340) Licensed Marriage & Family Therapist
- Post Graduate Work: Counseling Studies, Capella University
- Alabama Department of Mental Health Serious Incident Investigation Training
- PREPARE/ENRICH Certified Counselor, Premarital Counseling/Education & Marriage Counseling/Education
- Former Certified Professional Teacher (Alabama and Florida)

III. Professional Affiliations

- Alabama Counseling Association Member
- Alabama Conference of Social Work Member
- Vice President-Elect—Alabama Counseling Association—Marriage & Family Counselors (2017-Present)
- Secretary—Alabama Counseling Association—Marriage and Family Counselors (2016-2017)
- Secretary—Uptown Neighborhood Association (2018-2020)

IV. Professional Presentations

- Alabama Institute for Recovery (AIR)—*Double Trouble: Dual Diagnosis, Drugs, Dreams, and Decisions* (April 2018)
- Alabama Counseling Association (ALCA) Annual Conference—*Connecting with Family We Love but Can't Stand* (November 2017)
- The Wellness Coalition—*13 Things to Tackle about Teen Mental Health: A Look at Common Teen Mental Health Issues and the Series 13 Reasons Why and Social Media* (July 2017)
- Alabama Conference of Social Work (ACSW)—*Connecting with Family We Love but Can't Stand* (February 2016)
- Mental Health America in Montgomery
 - Connecting with Family We Love but Can't Stand* (2016)
 - Family Dynamics: Teaching Youth and Youth Care Staff to Break the Cycle* (2015)

V. Community Service

- African American Read-in
- American Cancer Society
- Boys and Girls Club

VI. Current Work Experience

September 2013-Present: Sequel Youth and Family Services, Montgomery, AL—Executive Director

Direct 20-bed staff-secure residential facility for female residents ages 12-18 placed in intensive residential treatment for behavioral and or emotional diagnoses. Create and enforce program policies that are in compliance with Alabama Department of Mental Health and Alabama Department of Human Resources. Supervise, interview, hire, and train directors, therapists, teachers, nursing, dietary, clerical, maintenance, and direct-care staff. Evaluate referrals and coordinate and plan admissions and discharges. Lead and supervise committee meetings. Oversee and implement protocols for ensuring and enhancing resident welfare and rights. Conduct internal investigations. Assist with marketing strategy and resource/collateral contact relationship building. Market program services and company to potential referring sources and potential new hires. Plan and maintain program budget; as well as create, implement, and monitor program business plan.

November 2010-September 2013: Sequel Youth and Family Services, Courtland, AL—Program Director

Serve on Executive Committee to devise policies, monitor program operations, and assist Executive Director with overall program direction, and budgetary planning for a secure residential facility of 40-44 residents ages 12-18 placed in intensive residential treatment for behavioral and or sexual diagnoses. Fulfill executive administration duties in absence of program's

Executive Director. Supervise, interview, hire, and train therapists who provide individual, group, and family therapy to residents. Assist Executive Director and Admissions Director with evaluating referrals and assist with planning of admissions and discharges. Plan, coordinate, and lead utilization review committee—consisting of clinical, nursing, direct care, education, and quality assurance staff—to track resident length of stay and efficacy of treatment interventions and impact on resident's stay in treatment. Plan, coordinate, and lead clinical/medical staff meetings. Assist with protocols for ensuring and enhancing resident welfare and rights. Conduct internal investigations and complete mandated reporting to collateral contacts. Supervise, interview, hire, and train unit supervisors and youth care workers. Create and enforce program policies that are in compliance with Alabama Department of Mental Health and Alabama Department of Human Resources. Audit clinical and medical charts to ensure compliance with statutes, state license, Medicaid, and contract obligations. Review and track implementation of master treatment plans and ensure provision of significant treatment services (e.g., psychosocials, crisis interventions, treatment assessments, medical services, etc.). Provide monthly individual supervision to novice therapists and unit director and monthly group supervision to all therapists and direct care supervisors. Improve and monitor family therapy and creative therapy modalities. Collect resident, parent, and referral source survey information to aid in assessing program success and growth areas. Assist with marketing strategy and resource/collateral contact relationship building.

VII. Previous Work Experience

Program Supervisor, SAFY/Group Homes for Children, Montgomery, AL

Supervised, interviewed, hired, and trained direct care personnel (i.e., behavioral specialists) and supervised provision of basic living skills training to residents (ages 12-18) in need of moderate level of care. Implemented and monitored program policies and standards. In coordination with Clinical Director and Executive Director, planned and oversaw program budgeting and spending. Planned and led weekly staff meetings. Conducted intake assessments and collaborated with Department of Human Resource staff to complete Individual Service Plans. Created and implemented treatment plans and crisis intervention and behavioral management plans. Coordinated counseling services, self-help groups, case management meetings, community service, and recreational activities. Planned staff work schedules and completed staff evaluations.

Marriage & Family Therapist, The House Next Door, DeLand, FL

Counseled individuals, adolescents, families, and couples involved in Volusia County Drug Court. Provided coping, communications, and parenting skills training to clients. Conducted biopsychosocial interviews. Diagnosed clients. Wrote and monitored individual and family treatment plans. Completed Children's Functional Assessment Rating Scale (CFARS) and Functional Assessment Rating Scale (FARS) for state documenting and standardizing. Utilized cognitive-behavioral therapy, creative therapies, and structural family therapy to assist clients in obtaining their therapeutic goals. Met with Volusia County Drug Court Team (i.e., judges, counselors, case managers, probation officers, guardians ad litem, and attorneys) to create, monitor, and evaluate drug court participants' progress and treatment.

English Teacher, Hengchun, Taiwan

Taught junior high school English as a Second Language abroad. Planned lesson plans and taught 7-9th grade students. Maintained academic records. Created, coordinated, and supervised Cheerleading Team (Team Coach).

Counselor, Heathrow Counseling Center, Heathrow, FL

Counseled individuals, couples, and families. Taught effective communication skills, coping skills, and anger management skills. Assessed and diagnosed presenting symptoms. Created and monitored treatment plans. Maintained client files. Researched effective therapeutic techniques and utilized in therapeutic setting. In coordination with center director and business partners, planned and oversaw short-term and long-term financial decisions.

English Instructor, Florida Virtual School, Orlando Florida

Taught ninth and eleventh-grade English. Provided phone, email, and virtual conferencing contact to students and parents. Presented and clarified English lessons. Supported parents and students with virtual assignments and general virtual classroom challenges. Assessed student progress and skill level. Created assessment tools and coordinated with colleagues for advancement of course and virtual education.

Counselor, Our Children First, Daytona Beach, FL (Post-Graduate Licensed Internship)

Counseled children, families, and couples under Volusia County Grant (Solutions for Families in Conflict!) for children and families dealing with domestic violence. Taught anger management and parenting skills to clients. Conducted biopsychosocial interviews for children and families. Diagnosed clients. Wrote and monitored individual and family treatment plans. Completed Children's Functional Assessment Rating Scale (CFARS) for state documenting and standardizing. Used cognitive-behavioral therapy, creative therapies, and structural family therapy to assist clients in obtaining their therapeutic goals.

Counselor Intern, Halifax Behavioral Services, Daytona Beach, FL (Internship)

Provided individual therapy to child and adolescent clients and their parents. Co-led groups for family and teens. Assisted in conducting parenting class. Wrote and monitored treatment plans. Monitored client progress over time. Assisted in admitting and discharging clients. Conducted biopsychosocial interviews. Dictated notes for client and hospital records. Maintained client files.

English Teacher, Volusia County Schools, Florida

Taught high school English. Planned lesson plans and taught 9-12th grade students. Maintained academic records. Coordinated and supervised Step Team (Team Coach).

English Teacher, Auburn City Schools, Auburn, AL

Taught high school English. Planned lesson plans and taught 9th, 10th, and 12th grade students. Maintained academic records. Coordinated and coached Dance Team (Team Coach). Served as National Society of Black Engineers Jr. (NSBE) coordinator.

**Montgomery City-County Public Library
Board of Trustees
2018 Directory**

Patina Moss

County Appointment

2856 S. Colonial Drive
Montgomery, AL 36111
Phone W #229-7529
Cell #324-0380
pmosslib@yahoo.com

Term Expires: June 21, 2020

Katie Bell, President

City Appointment

3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net

Term Expires: June 1, 2020

Phill Johnson

County Appointment

1572 Westbury Park CT
Montgomery, AL 36117
Cell # 315-4507
Pjohns23@aum.edu
Term Expires: June 1, 2022

ShaKenya Calhoun

City Appointment

4155 Lomac Street, Ste. G
Montgomery, AL 36106
Phone W #272-4400
shakenyac@aol.com
Term expires: September 21, 2017

Joseph D. Trimble

County Appointment

512 Martha Street
Montgomery, AL 36104
Phone H #263-4989; C# 235-8225
jsph_trimble@yahoo.com
Term Expires: June 1, 2019

Michael Fritz

City Appointment

25 South Court Street, Suite 200
Montgomery, AL 36109-2344
mfritzjd@hotmail.com

Term Expires: June 1, 2017

Gary Burton, Vice President

County Appointment

13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2022

Courtney Williams

City Appointment

P.O. Box 2069
Montgomery, AL 36102-2069
Phone W #241-8054
Fax W #241-8254
mcw@chlaw.com
Term Expires: September 21, 2016



Amy Clark Knudsen

County Appointment

Commercial Division
3500 Eastern Boulevard
Montgomery, AL 36116-1781
Phone W #244-2587
Cell #549-5005 (Preferred Contact)
amy.knudsen@aronov.com
Term Expires: June 1, 2020

Janet Waller, Secretary

City Appointment

2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
*Cell #504-250-1219
jmwaller7@gmail.com
Term Expires: September 21, 2018

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pike Road, AL 36064
Phone H #260-0998
Betsy@goakd.com
Term Expires: June 1, 2021

Adam Muhlendorf
City Appointment
3361 Boxwood Drive
Montgomery, AL 36111
Office #334-625-0175
Cell #202-641-6216
adam@longleafstrategies.com
Term expires: June 1, 2019

Janice Franklin, Ph D
County Appointment
4424 Woodcrest Drive
Montgomery, AL 36108
Phone H #288-9153
Office: #229-4106
jfranklin@alasu.edu
Term Expires: June 1, 2021

Chester Mallory, Treasurer
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2018

Mary McLemore
President, Friends of the Library
122 Laurelwood Drive
Pike Road, AL 36064-2213
Phone H #277-0039 Cell #652-8285
marymclemore@fastmail.com

VACANT
City Appointment

Term expires: September 21, 2019

Vanzetta Penn McPherson
President, Library Foundation
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Cell #462-6696
judgemcpherson@knology.net

Jaunita Owes, Library Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
jowes@mccpl.lib.al.us

Karen L. Preuss, Asst. Director
City-County Public Library
P.O. Box 1950
245 High Street
Montgomery, AL 36102-1950
Phone #240-4300
Fax #240-4977
kpreuss@mccpl.lib.al.us

Library Home Page <http://www.mccpl.lib.al.us>

Montgomery, AL 36117
Cell - 334-315-4507

4 year terms



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG 20 2018

Kevin J. Murphy
CHIEF DEPUTY

Colonel WanDa J. Robinson
DIRECTOR OF DETENTION

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

Date: August 7, 2018

FROM: Regina Walker *RW*
Montgomery County Sheriff's Office

SUBJECT: 2018 Edward Byrne Memorial Justice Assistance Grant

This is to advise you that the Sheriff's Office will be applying for the Edward Byrne Memorial Justice Assistance Grant (JAG Local) for fiscal year 2018. As required, we are notifying our local unit of government of our intention of applying for this grant along with the City of Montgomery. Please place this on the agenda for the 20 August, 2018 County Commission meeting for approval by the County Commission. The total amount of this grant is \$90,444 and will be split with the City of Montgomery receiving 60% (\$54,266.40) of the grant and the County of Montgomery receiving 40% (\$36,177.60) of the grant. This grant requires no matching funds.

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

RW/dc

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

WWW.MontgoMerySheriff.CoM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

2-1

The State of Alabama

County of Montgomery

INTERLOCAL COOPERATION AGREEMENT

by and between

THE CITY OF MONTGOMERY, ALABAMA

and

MONTGOMERY COUNTY, ALABAMA

RELATING TO

2018 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Interlocal Cooperation Agreement is made and entered into this _____ day of August 2018, by and between Montgomery County, Alabama, a body corporate and politic of the State of Alabama (hereinafter referred to as "the County") and the City of Montgomery, Alabama, an Alabama municipal body corporate and politic (hereinafter referred to as "the City"), both of whom witness as follows:

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

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

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

WHEREAS, the City agrees to pay the County approximately \$36,177.60, which represents 40 percent of the Award.

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

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

A. Purpose and Findings

This Agreement is made and entered into by the parties hereto in order to define the responsibilities of the City and the County in connection with the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG).

B. Payment of Funds

The City agrees to pay the County approximately \$36,177.60 of the JAG funds awarded. Both parties agree that public notification cost might be deducted from the total amount of the JAG Award. The Award will be issued to the City. The City may then reduce the total award by the cost of public notification. The County will purchase and pay for all items approved in the grant budget. The invoice, purchase order and proof of payment must then be sent to the Montgomery Police Department's Finance Officer for review. If all items are part of the approved grant budget, or have been approved in writing by BJA, paperwork will be forwarded to the City Grants Accountant for reimbursement from the County's grant funds. Reimbursement will only be made up to the County's award amount, if the items are approved and all paperwork has been received.

C. Period of Agreement

This Agreement shall remain in effect for one year beginning with the 2018 Byrne Memorial Justice Assistance Grant distribution.

D. Responsibilities

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

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

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

E. Administrrating Funds

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

F. Disparate Certification

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

G. Accounting

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

H. Public Notification

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

I. Imposition of Liability

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

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

J. Third Parties

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

K. Entire Agreement

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

L. Miscellaneous

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

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

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

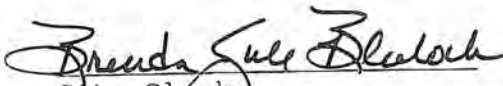
This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall, when taken together, constitute but one and the same agreement.

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

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

ATTEST:

CITY OF MONTGOMERY, ALABAMA


City Clerk

By:

Mayor



ATTEST:

MONTGOMERY COUNTY, ALABAMA

Administrator, Montgomery
County Commission

By:

Chairman, Montgomery County
Commission



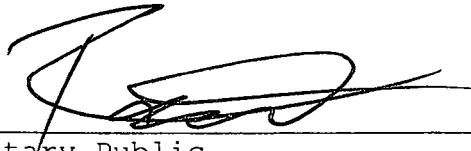
ACKNOWLEDGEMENT BY THE CITY

STATE OF ALABAMA

MONTGOMERY COUNTY

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

Given under my hand and seal on this the 9 day of August, 2018.



Notary Public

My commission expires:

7/7/22

ACKNOWLEDGEMENT BY THE COUNTY

STATE OF ALABAMA

MONTGOMERY COUNTY

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

Given under my hand and seal on this the ____ day of August, 2018.

Notary Public

My commission expires: _____

AUG 20 2018



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

Colonel Wanda J. Robinson
DIRECTOR OF DETENTION

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager
Montgomery County Sheriff's Office

Subject: Homeland Security 2018 Grant

Date: August 13, 2018

We are requesting this item be added to the agenda of the August 20, 2018 meeting of the Montgomery County Commission. This is a twelve-month grant with no local match required. The primary focus of this grant application will be Physical Protective Measures and Access Control.

Funds can be used to Implement and maintain risk-informed countermeasures, and policies protecting people, borders, structures, materials, products, and systems associated with key operational activities and critical infrastructure sectors.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

www.montgomerysherff.com



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

AGENDA

AUG 20 2018

Kevin J. Murphy
CHIEF DEPUTY

Colonel Wanda J. Robinson
DIRECTOR OF DETENTION

To: Elton Dean, Chair, Montgomery County Commission

From: Regina Walker, Grant Manager *RW*
Montgomery County Sheriff's Office

Subject: Alabama 911 Board Grant, Cycle 4

Date: August 13, 2018

We are requesting this item be added to the agenda of the August 20, 2018 meeting of the Montgomery County Commission. This is a twelve-month grant with no local match required. During Cycle 2 we were awarded a grant for new workstations, etc. This grant application will request the equipment needed to complete a Dispatch Supervisor Station in our Emergency Communications Center. These funds are designed to provide financial assistance to Emergency Communications Districts (ECDs) based on demonstrated need.

Funds can be used to establish, operate, maintain, and replace communications equipment to be used in answering, transferring, and dispatching public emergency telephone calls, emergency radio communications equipment and recurring costs necessary to implement, operate, and maintain an emergency communication system.

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 361034219
OFFICE 334.832.4980
FAX 334.832.7113

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104
OFFICE 334.832.1386
FAX 334.265.0990

August 8, 2018

Mr. Donald L. Mims
Administrator
Montgomery County
P.O. Box 1667
Montgomery, AL 36102

Dear Donnie:

The Montgomery Area Chamber of Commerce is proud to coordinate the joint Federal Issues Management Initiative for 2018, bringing together the Montgomery County Commission, City of Montgomery and the Chamber to seek federal support for key projects and programs in Montgomery County.

The 2018 Federal Request contains critical infrastructure projects such as the I-85 extension, MGM Regional Airport crosswind runway, and the bed down of the F35 fleet, along with military construction projects essential to the health and growth of Maxwell/Gunter AFB.

The total cost for the Federal Issues Management Initiative for FY18 is \$150,000, to be funded as outlined below:

City of Montgomery	\$50,000
Montgomery County	\$30,000
Montgomery Area Chamber of Commerce	<u>\$70,000</u>
Total	\$150,000



Attached are two executed contracts for your review and signature.

As always, we greatly appreciate the support and partnership of the Montgomery County Commission.

Sincerely,

Anna B. Buckalew
Executive Vice President & Chief of Staff

cc: Ms. Sherrill Thomas

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

WITNESS THIS AGREEMENT by and between the Montgomery County Commission, a body corporate and political, hereinafter referred to as the County, and Montgomery Area Chamber of Commerce, Inc. hereinafter referred to as The Chamber, for and in consideration of the mutual covenants herein contained the receipt and sufficiency whereof being hereby acknowledged as follows:

The County agrees to pay the Chamber a sum of \$30,000 for Federal Initiatives Management, to directly support issues and activities related to federal governmental affairs and particularly the bed-down of the F-35 fleet fighter program to Montgomery County. The contract will facilitate the Chamber's work to protect and expand Montgomery County's military footprint through a Federal Initiatives program, to include efforts to secure funding for vital infrastructure projects that will support economic development in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this __ day of August, 2018.

Montgomery Area Chamber of Commerce

Montgomery County Commission

By: 
Its: RANDALL L. GEORGE
President
P.O. Box 1667
Montgomery, Alabama 36101

By: _____
Its: ELTON N. DEAN, SR.
Chairman, County Commission
P.O. Box 79
Montgomery, Alabama
36102-1667

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
Kevin A. Boone, PE
ASSISTANT COUNTY ENGINEER
334.832.1310
FAX: 334.832.7190
WWW.MC-ALA.ORG

ENGINEERING DEPARTMENT

AGENDA

AUG 20 2018

August 1, 2018

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer *George C. Speake*
8/1/2018

SUBJECT: Approval of Agreement for Resurfacing
Old Selma Road from Lowndes County Line to Montgomery City Limits
Project# STPAA-5118(250), MCP 51-84-17, CPMS Ref. # 100067619

Please place on the agenda for the nearest possible Montgomery County Commission meeting approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for resurfacing Old Selma Road from the Lowndes County Line to the Montgomery City Limits, Project# STPAA-5118(250), MCP 51-84-17, CPMS Ref. # 100067619.

If approved please have attached agreement executed and return to this office for further processing.

GCS/gcs

Attachment

cc; File

AGREEMENT – MPO (FA STP Funds)

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the STATE), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the COUNTY):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the widening, resurfacing, and traffic striping on CR-54 (Old Selma Road) from Lowndes County line to Montgomery City limits. Length - 3.782 miles. Project# STPAA-5118(250), MCP 51-84-17, CPMS Ref# 100067619;

NOW THEREFORE, it is mutually agreed between the STATE and COUNTY as follows;

A. The COUNTY will furnish all Right-of-Way for project without cost to the State or this Project.

B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the State or this Project.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces, or with a consultant selected by the COUNTY and approved by the STATE, without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.

D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected and approved by the STATE not to exceed 5%, without prior approval by the State. The cost of the construction engineering shall be included as part of the construction cost for the project.

E. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

F. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

G. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$889,082.24. Federal funds unless the Montgomery City Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Montgomery City Area sufficient to pay 80% of the project cost. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA STP Funds (Montgomery Area Dedicated)	\$ 889,082.24
County Funds	<u>222,270.56</u>
TOTAL (Incl. E & I and Indirect Cost)	\$ 1,111,352.80

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Maintenance System, in accordance with the Department's Local Road Maintenance Certification Policy.

N. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. 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.

R. In compliance with Act 2016-312, the County certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

S. Exhibit M is attached hereto as a part hereof.

T. Exhibit N is attached hereto as a part hereof.

U. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman,
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State Local Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer
Don T. Arkle, P.E.

**This agreement has been legally reviewed
and approved as to form and content:**

William F. Patty, Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

**THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.**

**GOVERNOR OF ALABAMA
KAY IVEY**

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for:

Widening, resurfacing, and traffic striping on CR-54 (Old Selma Road) from Lowndes County line to Montgomery City limits. Length - 3.782 miles. Project# STPAA-5118(250), MCP 51-84-17, CPMS Ref# 100067619

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,
20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20 _____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20 _____.

County Clerk

SEAL

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO CONTRACTORS

The STATE and COUNTY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, COUNTY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The COUNTY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

LANCE R. LEFLEUR
DIRECTOR



Alabama Department of Environmental Management
adem.alabama.gov

1400 Coliseum Blvd. 36110-2400 ■ Post Office Box 301463
Montgomery, Alabama 36130-1463
(334) 271-7700 ■ FAX (334) 271-7950

2018 AUG 20 10 49 AM
U.S. MAIL

KAY IVEY
GOVERNOR

AGENDA

AUG 20 2018

July 23, 2018

CERTIFIED MAIL 91 7199 9991 7034 1852 5058
RETURN RECEIPT REQUESTED

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

RE: Interagency Cooperative Agreement / Right of Way Cleanup Program
Remediation of Discarded Scrap Tires within Montgomery County, Alabama

Dear Chairman Dean:

The interagency cooperative agreement between the Alabama Department of Environmental Management (Department) and the Montgomery County Commission will expire on September 30, 2018. If Montgomery County would like to continue utilizing this program for the reimbursement of expenses related to the cleanup of scrap tires along its county right-of-ways, please complete the attached form and return it to:

Alabama Department of Environmental Management
Land Division, Removals and Response Unit
1400 Coliseum Boulevard
Montgomery, AL 36110-2400
Attention: Mr. David Deyton

Upon receipt of the completed form, the Department will prepare a new contract agreement and send it to the Montgomery County Commission for signature. Should your County choose to continue its participation in the Right of Way Cleanup Program, the new agreement will be in effect from October 1, 2018 through September 30, 2021, with a total available reimbursement of up to \$150,000 to help offset the costs of cleaning up scrap tires and scrap tire materials during the duration of the contract. To ensure the uninterrupted reimbursement of expenses related to scrap tire cleanups along your county's right-of-way, please submit the enclosed form as soon as possible. If you have any questions regarding this matter, please contact Mr. David Deyton at (334) 271-7840 or by email at david.deyton@adem.alabama.gov.

Birmingham Branch
110 Vulcan Road
Birmingham, AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



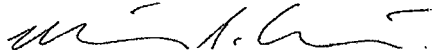
Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile-Coastal
3664 Dauphin Street, Suite B
Mobile, AL 36608
(251) 304-1176
(251) 304-1189 (FAX)

7-1

July 23, 2018
Chairman Dean
Interagency Cooperative Agreement
Page 2 of 2

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Cruise".

Michael J. Cruise, Chief
Removals and Response Unit
Environmental Services Branch
Land Division

MJC/dkd

Enclosure



Scrap Tire Right of Way Program

Contract Facts & Updates

- Existing County Scrap Tire right-of-way contracts expire September 30, 2018
- The new contract agreement will extend from October 1, 2018 to September 30, 2021 with a total available reimbursement of up to \$150,000 for the duration of new contract
- Eligible reimbursements will be limited the expenses associated with scrap tire collection, management, and disposal / reuse
- Scrap tire manifest are required for all payment requests
- Up-to-date documentation of equipment rates required for all payment requests submitted for equipment use reimbursement

To ensure timely expense reimbursements for the current contract, invoices for work completed prior to September 30, 2018, must be submitted by December 31, 2018.

How to Enroll

If your County would like to enroll, please complete the attached form and return it to:

Alabama Department of Environmental Management
Land Division, Removals and Response Unit
1400 Coliseum Boulevard
Montgomery, AL 36110-2400
ATTENTION: Mr. David Deyton

Upon receipt of your completed form, the Department will prepare a new contract agreement and send it to your County Commission for signature. All signed contracts received after October 1, 2018 will be prorated accordingly.

If you have any questions regarding the program or upcoming changes, please contact Mr. David Deyton at (334) 271-7840 or by email at david.deyton@adem.alabama.gov.



**INTERAGENCY COOPERATIVE AGREEMENT
(Scrap Tire Right-of-Way Program Contract Information Form)**

County:	
Federal ID No.:	
Address:	
City, State, Zip:	
Person Designated to Sign Contract:	
Designee's Title:	
Project Contact:	
Project Contact's Title:	
Project Contact's Phone No.:	
Project Contact's Email:	

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

AUG 20 2018

August 16, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Contract with Goodwyn, Mills and Cawood, Inc., regarding Montgomery County Jail Shower Renovation

During the Commission meeting on August 6, 2018, Executive Vice President of Business Development Bill Wallace, Senior Vice President Freddie Lynn, and Architect Chris Murphy with Goodwyn, Mills and Cawood, Inc., made a presentation regarding Montgomery County Jail shower renovations, GMC Project Number AMGM160069.

The Commission agreed to place this item on the August 20, 2018 agenda, subject to review by the County Attorney.

I am requesting approval of this Contract.

/tn

Attachment



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of August in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102

and the Architect:
(Name, legal status, address and other information)

Goodwyn Mills and Cawood, Inc.
2660 EastChase Lane, Suite 200
Montgomery, AL 36117

for the following Project:
(Name, location and detailed description)

Montgomery County Jail Shower Renovation
Montgomery, AL

GMC Project No. AMGM160069

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project Scope is the renovation of the existing Montgomery County Jail Showers in Montgomery, Alabama.
The Owner's budget for the cost of the work is \$1,125,685.00

Architect's Consultants:

Mechanical:

Borden Morris Garner
903 South Perry Street
Montgomery, Alabama 36104
Jack Morris, AL Reg.#16984

Electrical:

Goodwyn Mills and Cawood, Inc.
2660 EastChase Lane, Suite 200
Montgomery, Alabama 36117
John Averett, AL Reg.#16232

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

To Be Determined.

.2 Substantial Completion date:

To Be Determined.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000-Each Occurrence / \$2,000,000-General Aggregate

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000

.4 Professional Liability

\$3,000,000-Each Claim / \$6,000,000 -Aggregate

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal

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schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

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affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Not provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

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§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other (Specify) See Section 8.4.1

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 OTHER-DISPUTE RESOLUTION PROCESSES

§ 8.4.1 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 either 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, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the State of Alabama.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The fee shall be a lump sum amount of
\$48,630.00 based on 4.32% of the Owner's budget for the work estimated to be \$1,125,685.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

Init.

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

See Exhibit A: Hourly Rate Sheet.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Ten	percent (	10	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A-Hourly Rate Sheet

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

Init.

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Based upon a mutually agreed upon fee depending on the percentage of work complete.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

6 % Six Per Cent per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

See Exhibit B

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:

Init.

AIA Document B101™ - 2007 (formerly B151™ - 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:14:49 on 08/05/2018 under Order No. 6075680314 which expires on 03/13/2019, and is not for resale.

User Notes:

(3B9ADA27)

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A: GMC Hourly Rate Sheet

Exhibit B: Attachment to Standard Form of Agreement Between Owner and Architect.

Exhibit C: Certificate of Insurance

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

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

(Printed name and title)

ARCHITECT

(Signature)

Freddie E. Lynn, Jr., AIA Sr. Vice President,
Architecture

(Printed name and title)

Init.

ELTON N. DEAN, SR.
CHAIRMAN
RONDA M. WALKER
VICE CHAIRMAN

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



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

AUG 20 2018

August 15, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Engagement Letter regarding Development of Financial Policies

The Montgomery County Commission, at its meeting on August 6, 2018, agreed to place on the next agenda an Engagement Letter with Gilpin Givhan, PC, concerning the development of financial policies as recommended by Standard & Poor's and Moody's.

I am requesting approval of this Engagement Letter.

DLM/tn

Attachment



GILPIN | GIVHAN
A PROFESSIONAL CORPORATION

CLINTON D. GRAVES
DIRECT DIAL: 334.409.2232
E-MAIL: CGRAVES@GILPINGIVHAN.COM

August 15, 2018

Donald L. Mims, Administrator
The Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102-1667

Re: Financial Management Policies
Our File No. 3834,1007

Dear Donnie:

Pursuant to our conversation, we are providing this letter to outline our proposal to provide legal services to the Montgomery County Commission (the "County") with respect to the preparation and drafting of a financial management policy for the County, which would include a debt management policy, a capital improvements plan policy, a reserve fund policy, and post-issuance compliance procedures.

Our firm welcomes the opportunity to work with the County in connection with this engagement and we are pleased to offer our services at an hourly rate of \$240/hr not to exceed a maximum fee of \$2,500.

We look forward to working with you on this engagement. Should you have any questions and/or comments, please do not hesitate to contact me at (334) 409-2232.

Sincerely,

GILPIN GIVHAN, PC



Clinton D. Graves

CDG:bsh

9-2

GILPIN GIVHAN

Donald L. Mims, Administrator
August 15, 2018
Page 2

**I HEREBY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS AS
STATED HEREIN.**

DATED THIS 15TH DAY OF AUGUST, 2018.

_____(L.S.)

AGENDA

AUG 20 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Tammy Turner 

DATE: July 19, 2018

RE: Contract No. 51901-17B-027
Preventive Maintenance HVAC Various County Buildings

I request that the attached Amendment No. 1 to Climate Service, Inc. contract for preventive maintenance on heating/ac for various county buildings be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for one (1) year, beginning October 1, 2018 and ending on September 30, 2019.

Climate Service, 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 Lamar Allen, General Services Director.

Attachment

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

Amendment
To
Contract # 51901-17B-027

Amendment No. 1

Contract with Climate Services, Inc. for preventive maintenance for heating/ac is hereby extended for one (1) year, beginning October 1, 2018 and ending September 30, 2019.

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

All other provisions of the contract remain the same.

WITNESS:

CLIMATE SERVICE, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

AGENDA

AUG 20 2018

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *ms*

DATE: July 31, 2018

RE: Contract No. 51100-15B-027
Cafeteria Lease

I request that the attached Amendment No. 1 to ASE Cakes & Catering, LLC contract for cafeteria lease be considered for approval on a future agenda.

Amendment No. 1 will allow the contract to be extended for three (3) years, beginning September 8, 2018 and ending on September 7, 2021.

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 # 51100-15B-027

Amendment No. 1

Contract with ASE cakes & Catering LLC for leasing of cafeteria, is hereby extended for three (3) years beginning September 8, 2018 and ending on September 7, 2021.

All other provisions of the contract shall remain the same.

WITNESS: ASE CAKES & CATERING, LLC

BY: _____
TITLE: _____

WITNESS: MONTGOMERY COUNTY COMMISSION

BY: _____
TITLE: _____

August 2, 2018

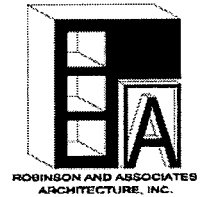
MEMORANDUM

TO: Montgomery County Commission

FROM: Florence Cauthen 
Deputy Administrator

SUBJECT: Fleet Maintenance Shop Change Order

Please find attached final change order to the contract for construction of the Fleet Maintenance Shop. I request that the change order be placed on a future agenda.



Robinson and Associates Architecture, Inc.

906 South Perry Street
Montgomery, AL 36104
(334) 269-5590
(334) 269-0556 Fax

AIA # 30146597
NCARB # 50419

Licensed In:
Alabama # 4672
Florida # 16588
Georgia # 9606
Mississippi # 3247

Montgomery County Commission
Sheriff Maintenance Shop Building
Montgomery, AL

August 2, 2018

Construction Change Order and Allowance Recap

Original Bid	\$1,605,000.00
Delete Vapor Reduction Admix	-\$10,000.00
Delete FRP Doors	-\$11,000.00
Delete OH Door Operators	-\$2,667.00
Change Epoxy Floor To Tile	-\$3,700.00
Delete Allowance Mark up	-\$39,250.00
Change Shower Bench	-\$5,000.00
Delete Flag Pole	-\$1,528.00
Delete Signage Allowance	-\$10,000.00
Delete Electrical Utility Assistance Allowance	-\$12,000.00
Delete Unused Owner's Allowance	-\$40,424.40
Change Conduit Size and Add Light Poles	\$18,443.15
Delete Door Lites	\$1,934.30
Add receptacles in Storage Room #2	\$9,356.34
City required electrical changes	\$1,937.46
Soil Compaction Testing	\$4,140.00
Six added Bollards at generator	\$862.50
Total (Revised Contract Cost)	\$1,506,104.35

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Myrtle Singleton, Purchasing Manager *myls*

DATE: August 16, 2018

RE: Invitation to Bid No. 519001-18B-024
Landscape Maintenance Services

Request that approval of award on the above referenced Invitation to Bid to the low bid of Harrison and Associates Services, LLC., for Option I: Turf area of approximately 7 acres including Maintenance areas 1 and 2 in the amount of \$19,525.00 for Landscape Maintenance Services and \$30.00 per hour for Irrigation Repairs, be placed on agenda for August 20, 2018. (Copy of spreadsheet attached.)

This contract will be for one (1) year, with the option to renew for 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 James Williams, Parks and Recreations Director and Florence Cauthen, Deputy Administrator.

Attachment

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS: 97 Bids Emailed										BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-18B-024										Harrison and Associates P.O Box 201233 Montgomery, AL 36120 Attn: Curtis Harrison (334)868-6427 Minority Business Owned X Yes No		Central Alabama Landcare P.O. Box 241341 Montgomery, AL 36124 Attn: Brian Sanderson (334)279-5390 Minority Owned Business Yes X No		Outdoor Obsessions P.O. Box 134 Ramer, AL 36036 Attn: Craig Johnson (334)850-0651 Minority Owned Business Yes X No		Humphries Lawn & Landscape 9569 Vaughn Road Pike Road, AL 36064 (334)799-5879 Minority Owned Business Yes X No		Affordable Lawn Service P.O. Box 210483 Montgomery, AL 36121 Attn: Anthony Thomas (334)538-4312 Minority Owned Business X Yes No	
DATE ISSUED: July 27, 2018																			
DATE OPENED: August 14, 2018																			
DEPARTMENT REQUESTIG : Support Services																			
TERMS OF PAYMENT / DISCOUNT:																			
DELIVERY DATE:																			
ITEM NO.	DESCRIPTION OF ITEM			Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT		
1	Option 1			Ea	1	\$19,525.00	\$19,525.00	\$22,900.00	\$22,900.00	\$23,140.00	\$23,140.00	\$25,530.00	\$25,530.00	\$34,700.00	\$34,700.00				
	Turf Area Approx.																		
	7 Acres including																		
	Maintenance Areas																		
	1 & 2																		
2	Irrigation Repairs			Ea	1	\$30.00	\$30.00	\$85.00	\$85.00	\$75.00	\$75.00	\$250.00	\$250.00	\$65.00	\$65.00				
	Per Hour																		
3	Total Bid - Option 1			Ea	1	\$19,555.00	\$19,555.00	\$22,985.00	\$22,985.00	\$23,215.00	\$23,215.00	\$25,780.00	\$25,780.00	\$34,765.00	\$34,765.00				
4	Option 2			Ea	1	\$16,750.00	\$16,750.00	\$17,900.00	\$17,900.00	\$17,100.00	\$17,100.00	\$13,050.00	\$13,050.00	\$9,700.00	\$9,700.00				
	Turf Area Approx.																		
	5.5 acres excluding																		
	Maintenance Areas																		
	1 & 2																		
5	Irrigation Repairs			Ea	1	\$30.00	\$30.00	\$85.00	\$85.00	\$75.00	\$75.00	\$250.00	\$250.00	\$65.00	\$65.00				
	Per Hour																		
6	Total Bid - Option 2			Ea	1	\$16,780.00	\$16,780.00	\$17,985.00	\$17,985.00	\$17,175.00	\$17,175.00	\$13,300.00	\$13,300.00	\$9,765.00	\$9,765.00				
TOTAL BID AMOUNTS																			

Notes: 37 BIDS MAILED

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 6		BID # 7		BID # 8		BID # 9		BID # 10	
INVITATION TO BID NO: 51901-18B-024				Cutting Edge lawn Service P.O. Box 3937 Auburn, AL 36831 Attn: Jamie Brady (334)826-8806 Minority Owned Business Yes X No		Conway's Outdoor Services DISQUALIFIED DID NOT ATTEND MANDATORY PRE BID MEETING		Affordable Lawn Maintenance DISQUALIFIED DID NOT ATTEND MANDATORY PRE BID MEETING		Sharp Cut Lawn Service DISQUALIFIED DID NOT ATTEND MANDATORY PRE BID MEETING			
DATE ISSUED: July 27, 2018													
DATE OPENED: August 14, 2018													
DEPARTMENT REQUESTING: Support Services													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Option 1	Ea	1	\$74,880.00	\$74,880.00								
	Turf Area Approx.												
	7 Acres including												
	Maintenance Areas												
	1 & 2												
2	Irrigation Repairs	Ea	1	\$85.00	\$85.00								
	Per Hour												
3	Total Bid - Option 1	Ea	1	\$74,965.00	\$74,965.00								
4	Option 2	Ea	1	\$59,400.00	\$59,400.00								
	Turf Area Approx.												
	5.5 Acres excluding												
	Maintenance Areas												
	1 & 2												
5	Irrigation Repairs	Ea	1	\$85.00	\$85.00								
	Per Hour												
6	Total Bid - Option 2			\$59,485.00	\$59,485.00								
TOTAL BID AMOUNTS													

Notes:

AGENDA

AUG 20 2018

MISCELLANEOUS APPROPRIATIONS TO AGENCIES - Meeting Date: 8/20/18 - CODE: 001-59320.498									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			3,700	4,800	3,100	1,000	7,050	19,650	
C-2018-101	Connecting the Body of Christ Fellowship, Inc.	Youth Programs to include Ramer Field Day					2,500	2,500	
NC-2018-134	City of Montgomery, BONDS	Jones Road Neighborhood Assoc. - Nat'l Night Out					500	500	
			0	0	0	0	3,000	3,000	
	Total Appropriations 8/20/18		3,700	4,800	3,100	1,000	4,050	16,650	
	APPROPRIATED BUDGET BALANCE								
	County Administrator	Date							

MISCELLANEOUS APPROPRIATIONS TO EDUCATION - Meeting Date: 8/20/18 - CODE: 001-59320.494									
Contract Number	Organization	Description of Program	Harris	Dean	Walker	Sankey	Singleton	TOTAL	
Starting Balance			28,685	43,745	59,950	34,850	31,395	198,625	
BOE-2018-96	Johnnie R. Carr Junior High School	Athletics Program					1,000	1,000	
BOE-2018-97	Brewbaker Technology Magnet High School	Robotics Program	2,000					2,000	
			2,000	0	0	0	1,000	3,000	
		Total Appropriations 8/20/18	26,685	43,745	59,950	34,850	30,395	195,625	
		APPROPRIATED BUDGET BALANCE							
	County Administrator	Date							

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 10

AGENDA

AUG 20 2018

DEPARTMENT: Engineering REQUESTED BY: George Speake 8/1/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/3/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Health Insurance	111-53400.122	290,268	(8,500)	281,768
Health Insurance	111-53800.122	43,980	8,500	52,480
Salaries	111-53800.110	217,861	25,075	242,936
Salaries	111-53400.110	1,176,882	(25,075)	1,151,807
Retirement	111-53800.121	23,280	2,200	25,480
Retirement	111-53400.121	122,936	(2,200)	120,736
Life Insurance	111-53800.123	479	20	499
Life Insurance	111-53400.123	2,621	(20)	2,601
Social Security	111-53800.124	16,672	2,820	19,492
Social Security	111-53400.124	90,066	(2,820)	87,246
Worker Comp	111-53800.125	2,182	385	2,567
Worker Comp	111-53400.125	11,785	(385)	11,400
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 1,999,012	\$ 0	\$ 1,999,012

JUSTIFICATION: To realign budget for Health Insurance, salaries, retirement, workers comp, life and social security between districts.

+

**MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST**

Request Number: 11

AGENDA

AUG 20 2018

DEPARTMENT: Engineering REQUESTED BY: George Speake 8/13/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/13/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Dumpster Service	111-53200.248	700	71	771
Dumpster Service	111-53300.248	700	71	771
Repair & Maint. Buildings	111-53200.231	5,000	(71)	4,929
Repair & Maint. Buildings	111-53300.231	2,000	(71)	1,929
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 8,400	\$ 0	\$ 8,400

JUSTIFICATION: To realign budget for Dumpster Service.

Request Number: 2

COUNTY COMMISSION APPROVAL: _____

Administrator Date

JUSTIFICATION: To realign the budget to fund the 2018 County share of the Montgomery Internet Exchange (MGMix) project.

AUG 20 2018

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

Request Number: 3

DEPARTMENT: PERSONNEL REQUESTED BY: Carmen Douglas 8/13/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/13/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
 Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Professional Services	123-51961.307	6,000	(4,000)	2,000
Legal Services	123-51961.305	22,500	4,000	26,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 28,500	\$ 0	\$ 28,500

JUSTIFICATION: To adjust budget for increased legal expenses.

Request Number: 4

COUNTY COMMISSION APPROVAL: _____

Administrator Date

AUG 20 2018

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

Request Number: 2

DEPARTMENT: Support Services REQUESTED BY: Lamar Allen 8/7/18
Elected Official/Dept. Head Date

FINANCE REVIEW: REVIEWED BY: Sherrill Thomas 8/7/18
Finance Director Date

COMMISSION APPROVAL PROCESSING: Briefing Memo ☐
Agenda ☒

COUNTY COMMISSION APPROVAL: _____
Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Miscellaneous Supplies	001-51901.219	763	2,000	2,763
Bldg Repair and Maint	001-51901.231	249,237	(2,000)	247,237
Contract Services	001-51901.304	275,000	(23,934)	251,066
Other Improvements	001-51901.591	0	23,934	23,934
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		\$ 525,000	\$ 0	\$ 525,000

JUSTIFICATION: To realign the Support Services budget to cover the purchase of uniforms for housekeeping employees and to cover the cost of new carpet at the Community Corrections building.

AUG 20 2018



DERRICK CUNNINGHAM SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY

CHIEF DEPUTY

COLONEL WANDA J. ROBINSON

DIRECTOR OF DETENTION

July 31, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT : Position Reallocation

As we near the completion of the County's new Maintenance Facility, we have hired a senior Mechanic to manage the maintenance operations of the facility and are in the process of hiring an entry level mechanic to provide basic level maintenance. The administrative duties that are required to operate a facility of this size will require an administrative assistant to provide the daily support and reporting of the ongoing maintenance activities. I would like to suggest that we ask for a conversion of one of our Court Security Officer Positions (#CO0418), position # 550418173 to an Administrative Support Associate (#CO0013). The Administrative Support position is of a lower pay grade and will result in savings to the County and provide the necessary administrative function of the Maintenance Facility. I am requesting the County Commission consider approval of this request and be filled as soon as possible.

DC/crv

SHERIFF'S OFFICE
POST OFFICE BOX 4219
MONTGOMERY, ALABAMA 36103-4219

OFFICE 334.832.4980
FAX 334.832.7113

WWW.MONTGOMERYSHERIFF.COM

DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, ALABAMA 36104

OFFICE 334.832.1386
FAX 334.265.0990

22-1

AUG 20 2018

PERSONNEL BOARD
JOHN L. BAKER, CHAIRMAN
BENITA FROEMMING
JAMES WILLIAMS



CARMEN DOUGLAS
PERSONNEL DIRECTOR
TELEPHONE: 334-625-2675
FAX: 334-625-2219

27 Madison Avenue
Montgomery, Alabama 36104

MEMORANDUM

TO: Sheriff Derrick Cunningham 
THROUGH: Carmen Douglas 
FROM: Mark Willis
Date: July 25, 2018
Re: Inmate Grievance/Disciplinary Clerk Upgrade

You recently requested for the Personnel Department to announce the opening of the Inmate Grievance/Disciplinary Clerk position. As a part of our review of the job, our recommendation is to increase the Inmate Grievance/Disciplinary Clerk pay grade from A3 (\$25,630 - \$38,294) to A4 (\$28,765 - \$42,978).

Please sign and return to me if you agree with this recommendation.



STEVEN L. REED
PROBATE JUDGE
MONTGOMERY COUNTY

AGENDA

AUG 20 2018

MEMORANDUM

TO: Montgomery County Commission
THRU: Donnie Mims
FROM: Steven L. Reed, Probate Judge
SUBJECT: Request Temporary Appointment of Assistant Tag and License Supervisor
DATE: August 1, 2018

The Montgomery County Probate Office is authorized five Assistant Tag and License Supervisors. Regretfully, one of the current assistant supervisors is out due to a serious illness. It is not known when this employee will be authorized by her medical care provider to return to work.

The role of the Assistant Tag and License Supervisor is a hybrid position that involves the duties of a Customer Service Clerk as well as that of a Supervisor. These employees serve a vital function in the tag and license offices and those in this position are called upon to accept far more responsibility and accountability than a Customer Service Clerk.

With these considerations in mind, the Montgomery County Probate Office requests approval of the temporary appointment of Alicia Miles, currently a customer service clerk, to the position of Assistant Tag and License Supervisor for a period of no longer than ninety (90) days or until the absent Assistant tag and License Supervisor returns, whichever occurs first. Ms. Miles is qualified for the appointment and was a candidate on the most recent eligible register for the position of Assistant Tag and License Supervisor.

Rule VII, Section 9 (a) provides for temporary appointments of employees in the absence of an eligible register. An eligible register cannot be created because the position is not vacant. This notwithstanding, the current Probate budget is adequate to fund this temporary appointment.

Based on her education, experience, and dedication to the Probate Office, I recommend approval of this proposed, temporary appointment.

Thank you for your favorable consideration of this request.

Please circle one:

APPROVED

NOT APPROVED

Chairman

AUG 20 2018

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: M. C. Sheriff's Office - Detention Facility
 DEPARTMENT HEAD: Derrick Cunningham, Sheriff
 SUPERVISOR: Wanda Robinson, Colonel

POSITION INFORMATION:

Position Title Corrections Officer Trainee
 Position Number 500419219 (Replace S Sullivan)
 Pay Grade PCT Pay Range \$30,096
 Proposed Effective Date August 27, 2018
 Type of Hire (☒) New (☐) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Derrick Cunningham Date 08/9/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/09/2018
 Employee Benefit Manager

Sherrill Thomas Date 8/13/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

POSITION FILL REQUEST- BUDGETED VACANCY

DEPARTMENT: Montgomery County Youth Facility
 DEPARTMENT HEAD: Beverly Riddle Wise
 SUPERVISOR: Brandi Alexander

POSITION INFORMATION:

Position Title Juvenile Detention Officer
 Position Number 900300008
 Pay Grade PC1 Pay Range \$31,344 - \$46,832
 Proposed Effective Date August 20, 2018
 Type of Hire (☐) New (☒) Promotional
 Type of Appointment (☒) Permanent (☐) Temporary

DEPARTMENT APPROVAL:

Beverly Riddle Wise Date 08/07/2018
 Department Head

PAYROLL/FINANCE REVIEW:

Requested position is vacant and budgeted.

Lisa Herring Date 08/07/2018
 Employee Benefit Manager

Sherrill Thomas Date 8/8/2018
 Finance Director

ADMINISTRATIVE APPROVAL:

 County Administrator Date _____

Montgomery County Commission
Travel / Training Request Approval
Request # 19

AGENDA

AUG 20 2018

Date: Aug. 14, 2018
To: Donald L. Mims, Administrator
From: Probate Judge Steven L. Reed
Re: Approval for the following travel:

Destination: National Election Center's 34th Annual National Conference, New Orleans
Departure Date: Aug. 25, 2018 Return Date: Aug. 29, 2018
Conference Leave (Days / Hours): 3 days
Purpose of Travel: National Election training/information Conference

Traveler (s) Name: 1. Steven L. Reed 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$2,110.43 Advance Registration Required: \$579.00
Department Name: Probate Fund Name: 001-51300-265
Additional Comments: \$356.43 mileage, \$375 meals, \$579 registration, \$800 Lodging

To: Probate Judge Steven L. Reed
From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$2,110.43 and advance registration of \$579.00 is authorized.

To be completed by the Finance Department		
Fund Code:	<u>001-51300.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$17,000.00</u>	
Approved Requests:	<u>\$12,306.90</u>	
Budget Available:	<u>\$4,693.10</u>	
Current Requests:	<u>\$2,110.43</u>	
Budget Balance:	<u>\$2,582.67</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 8/15/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 20

AGENDA

AUG 20 2018

Date: Aug. 14, 2018
To: Donald L. Mims, Administrator
From: Probate Judge Steven L. Reed
Re: Approval for the following travel:

Destination: Alabama Probate Judges Fall Conference, Tuscaloosa, AL
Departure Date: Sept. 13, 2018 Return Date: Sept. 14, 2018
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Training/Information Conference

Traveler (s) Name: 1. Ruth Gallagher 4. _____
2. William Flowers 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,539.94 Advance Registration Required: \$600.00

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

Additional Comments: The est. cost includes \$289.94 mileage + \$350.00 Hotel + \$300 or \$75(x4) for meals
+ \$600 registration fee.

To: Probate Judge Steven L. Reed

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$1,539.94 and advance registration of \$600.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51300.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$17,000.00</u>
Approved Requests:	<u>\$12,306.90</u>
Budget Available:	<u>\$4,693.10</u>
Current Requests:	<u>\$3,650.37</u>
Budget Balance:	<u>\$1,042.73</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/15/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 20

AGENDA

AUG 20 2018

Date: August 13, 2018
To: Donald L. Mims, Administrator
From: Donald Mims
Re: Approval for the following travel:

Destination: New York City
Departure Date: September 11, 2018 Return Date: September 13, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: Attend the Equal Justice Initiative (EJI) Event

Traveler (s) Name: 1. Dan Harris 4. _____
2. Doug Singleton 5. _____
3. Isaiah Sankey 6. _____

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

Total (est.) Cost: \$3,480.57 Advance Registration Required: _____
Department Name: County Commission Fund Name: General

Additional Comments: _____
Flight (s) - \$1,350.00 Hotel- \$1,455.57 Meals - \$675.00

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

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$3,480.57 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51955.447</u> (ex: 000-00000-000)
Description:	<u>Economic/Tourism Appr.</u>
Current Budget:	<u>\$40,175.00</u>
Approved Requests:	<u>\$36,694.20</u>
Budget Available:	<u>\$3,480.80</u>
Current Requests:	<u>\$3,480.57</u>
Budget Balance:	<u>\$0.23</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas
Date: 8/13/18
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 18

AGENDA

AUG 20 2018

Date: 8/15/2018
To: Donald L. Mims, Administrator
From: George Speake, County Engineer
Re: Approval for the following travel:

Destination: Guntersville, Alabama
Departure Date: October 2, 2018 Return Date: October 4, 2018
Conference Leave (Days / Hours): 3 days
Purpose of Travel: Attend the 2018 Alabama Rural Road Safety Conference

Traveler (s) Name: 1. Kevin Boone 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$900.00 Advance Registration Required: \$175.00
Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600.265
Additional Comments: _____

All Expense will be incurred in the 2019 Budget

To: George Speake, County Engineer
From: Donald L. Mims, Administrator

The above request is 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$900.00 and advance registration of \$175.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>111-53600.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,000.00</u>
Approved Requests:	<u>\$9,930.00</u>
Budget Available:	<u>\$70.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$70.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 8/15/2018
cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 15

AGENDA

AUG 20 2018

Date: April 26, 2018
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
Re: Approval for the following travel:

Destination: Montgomery, AL
Departure Date: September 27, 2018 Return Date: September 27, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Microsoft Excel Basics Seminar

Traveler (s) Name: 1. Muriel Barlow 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$79.00 Advance Registration Required: \$79.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: _____

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$79.00 and advance registration of \$79.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>120-51985.265</u> (ex: 000-00000-000)
Description:	<u>Registration and Training</u>
Current Budget:	<u>\$30,000.00</u>
Approved Requests:	<u>\$8,747.06</u>
Budget Available:	<u>\$21,252.94</u>
Current Requests:	<u>\$79.00</u>
Budget Balance:	<u>\$21,173.94</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/14/2018

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 12

AGENDA

AUG 20 2018

Date: August 7, 2018
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: RSA Criminal Justice CENTER
Departure Date: September 6, 2018 Return Date: September 6, 2018
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend CCP STAFF TRAINING

Traveler (s) Name: 1. Jeffery Solomon 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: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$10,700.00</u>
Approved Requests:	<u>\$3,302.00</u>
Budget Available:	<u>\$7,398.00</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$7,398.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/8/2018

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 13

AGENDA

AUG 20 2018

Date: August 7, 2018
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: RSA Criminal Justice CENTER
Departure Date: September 20, 2018 Return Date: September 20, 2018
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend ORAS BOSTER TRAINING

Traveler (s) Name: 1. Patrice Jackson 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: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

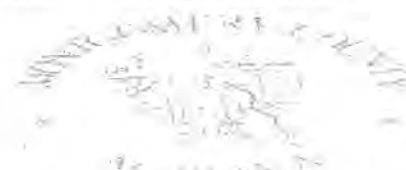
To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$10,700.00</u>	
Approved Requests:	<u>\$3,302.00</u>	
Budget Available:	<u>\$7,398.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$7,398.00</u>	

Donald L. Mims, Administrator


Reviewed by: S. Thomas
Date: 8/8/2018
cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 15

AGENDA

AUG 20 2018

Date: August 15, 2018
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Approval for the following travel:

Destination: 1600 Interstate Park Dr Montgomery AL
Departure Date: September 27, 2018 Return Date: September 27, 2018
Conference Leave (Days / Hours): 1 day
Purpose of Travel: To attend MICROSOFT EXCEL CLASS

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

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

Total (est.) Cost: \$79.00 Advance Registration Required: \$79.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$79.00 and advance registration of \$79.00 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>\$10,700.00</u>	
Approved Requests:	<u>\$3,302.00</u>	
Budget Available:	<u>\$7,398.00</u>	
Current Requests:	<u>\$79.00</u>	
Budget Balance:	<u>\$7,319.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/15/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 50

AGENDA

AUG 20 2018

Date: August 14, 2018
To: Donald L. Mims, Administrator
From: Derrick Cunningham
Re: Approval for the following travel:

Destination: Nashville, TN
Departure Date: October 2, 2018 Return Date: October 4, 2018
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: attend DARE America Strategic Planning Meeting

Traveler (s) Name: 1. Kofee Anderson 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: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: all expenses paid by DARE America

To: Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administration Expense</u>
Current Budget:	<u>\$365,200.00</u>
Approved Requests:	<u>\$207,519.85</u>
Budget Available:	<u>\$157,680.15</u>
Current Requests:	<u>\$0.00</u>
Budget Balance:	<u>\$157,680.15</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 8/15/2018

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval
Request # 51

AGENDA

AUG 20 2018

Date: August 14, 2018
To: Donald L. Mims, Administrator
From: Derrick Cunningham
Re: Approval for the following travel:

Destination: Auburn, AL
Departure Date: September 5, 2018 Return Date: September 5, 2018
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: attend K9 Synthetic Opioid/Fentanyl Safety and First Aid Seminar

Traveler (s) Name: 1. Talley 4. Lucas
2. Henry 5. Morrow
3. Guthery 6. Heath

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

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

Department Name: Montgomery County Sheriff's Office Fund Name: General Fund

Additional Comments: _____

To: Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 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>001-52110.380</u> (ex: 000-00000-000)
Description:	<u>Investigations K-9</u>
Current Budget:	<u>\$45,300.00</u>
Approved Requests:	<u>\$30,451.00</u>
Budget Available:	<u>\$14,849.00</u>
Current Requests:	<u>\$150.00</u>
Budget Balance:	<u>\$14,699.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/15/2018

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval
Request # 52

AGENDA

AUG 20 2018

Date: August 14, 2018
To: Donald L. Mims, Administrator
From: Derrick Cunningham
Re: Approval for the following travel:

Destination: Prattville, AL
Departure Date: September 26, 2018 Return Date: September 27, 2018
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: attend Co Government Education Institute Leadership Conference

Traveler (s) Name: 1. Wes Richerson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$335.00 Advance Registration Required: \$185.00

Department Name: Montgomery County Sheriff's Office Fund Name: 749-52110.499

Additional Comments: _____

To: Derrick Cunningham

From: Donald L. Mims, Administrator

The above request is app. 8/20/18 reimbursement of actual and necessary expenses in the
approximate amount of \$335.00 and advance registration of \$185.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>749-52110.499</u> (ex: 000-00000-000)
Description:	<u>Administration Expense</u>
Current Budget:	<u>\$365,200.00</u>
Approved Requests:	<u>\$207,519.85</u>
Budget Available:	<u>\$157,680.15</u>
Current Requests:	<u>\$335.00</u>
Budget Balance:	<u>\$157,345.15</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 8/15/2018

cc: Finance Director / Buyer