

MORGAN COUNTY COMMISSION REGULAR MEETING

The Morgan County Commission of Morgan County, Alabama, convened in a regular meeting on Thursday, August 29, 2013, at 9:00 a.m. in the Conference Room of the Morgan County Commission Office, County Courthouse, Decatur, Alabama. The following members were present: Mr. Ray Long, Chairman; Mr. Jeff Clark, Mr. Randy Vest, Mr. Don Stisher and Mr. Greg Abercrombie, members. Absent: N/A. Mrs. Belinda Ealey, Mrs. Julie Reeves and Mrs. Robbie Alexander acted as the Clerks of the Meeting. The Chairman stated that a quorum was present and declared the Meeting open for the transaction of business.

VISITORS

Bill Shinn, County Attorney	Greg Bodley, County Engineer
Cody Muzio, Decatur Daily	Clif Knight, Hartselle Enquirer
Derrick Shull, WYAM TV 51	David Hannah, Data Processing
Jeff Simmons, Juvenile P.O.	Jessica Walker, Juvenile P.O. Intern
Kevin Gunnison, Volkert	Buddy Sharpless, Volkert

AGENDA

The Agenda for the regular meeting of Thursday, August 29th, 2013, had been presented to the Commission for review.

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Agenda be, and are hereby approved for Thursday, August 29th, 2013.

MINUTES

The Minutes of the regular meeting held on Tuesday, August 13th, 2013 at 9:00 a.m. had been presented to the Commission by email for their review.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that there being no further additions or corrections to the above listed minutes, they are hereby approved.

OLD BUSINESS:

ADOPT RESOLUTION FOR THE ACCEPTANCE OF BID FOR THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS, DTM COMPUTERS, FOR DESKTOP COMPUTERS FOR ALL MORGAN COUNTY OFFICES:

DTM COMPUTERS	\$ 988.00 PER COMPUTER*
PREMISE, INC.	\$1,099.00 PER COMPUTER
AVANTI COMPUTERS	\$1,065.51 PER COMPUTER

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

R E S O L U T I O N 13-387

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the acceptance of bid for the lowest responsible bidder meeting specifications, **DTM Computers**, for desktop computers for all Morgan County offices, this the 29th day of August, 2013.

ADOPT RESOLUTION FOR THE ACCEPTANCE OF BID FOR THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS, TEKLINKS, FOR UPGRADING OF MORGAN COUNTY PHONE SERVERS:

TEKLINKS	\$168,177.12*
PROSYS	NO BID
DYNETICS	NO BID

- A. **Agreement** shall mean this Morgan County – City of Decatur Consolidated Jail Agreement.
 - B. **City** shall mean the City of Decatur, Alabama.
 - C. **County** shall mean Morgan County, Alabama.
 - D. **Sheriff** shall mean the Sheriff of Morgan County, Alabama. In context, it may also refer to employees of the Morgan County Sheriff's Department.
 - E. **Parties** shall mean the **City**, **County** and **Sheriff**, collectively.
 - F. **New Jail** shall mean the new correctional facility to be constructed by the **County** and utilized by the **Sheriff**, in combination with the **County Jail**, to house **County Inmates** and **City Inmates** pursuant to this **Agreement**.
 - G. **Jail** shall mean the **County Jail** and the **New Jail** considered in combination as one correctional facility.
 - H. **Inmate** shall mean any person, whether in pre-trial, un-sentenced or sentenced status, who is committed to and confined in the **Jail** pursuant to the authority of applicable local, state, or federal law, including such persons confined to the custody of the **City** or the **Sheriff** pursuant to a contractual relationship between the **City**, **County** or **Sheriff** and another jurisdiction.
 - I. **City Inmate** shall mean an **Inmate** being confined to the **Jail** regardless of gender or status, solely for a non-felony **City** charge or pursuant to a **Municipal Court** order, or otherwise being held at the direction or request of the **City**. Any person charged and being held for a felony or for non-support is not a **City Inmate**.
 - J. **County Inmate** shall mean any **Inmate** confined to the **Jail** who is not a **City Inmate**.
 - K. **County Jail** shall mean any correctional facility operated by the **Sheriff**.
 - L. **City Bed** shall mean a bed allocated for **City Inmate** use within the **New Jail** or **County Jail** allocated pursuant to this **Agreement**. A **City Bed** need not be a specific, individual bed throughout the term of this **Agreement** but is a bed within the **County Jail** or **New Jail** allocated for **City Inmate** use. It is the specific agreement of the parties that there are 120 beds within the **Jail** that will be available to the **City** for housing of **City Inmates** when needed. The parties agree that these beds will not be assigned or static, but when needed, the **City** will have 120 beds available for its prisoners or the beds will be made available within a reasonable time by the **Sheriff**. Wherever used in this **Agreement**, the terms allocated, available or intended for use, when used in relation to **City Beds** are interchangeable and do not contemplate any scenario outside of the one described here. All remaining beds within the **Jail** will be allocated, available or intended for use by **County Inmates**.
 - M. **County Bed** shall mean a bed allocated for **County Inmate** use within the **New Jail** or **County Jail** pursuant to this **Agreement**.
 - N. **Booking (Booked)** shall mean the administrative function of documenting and introducing an **Inmate** into the **Jail**. **Booking** includes, but is not limited to the inventory of an **Inmate**'s personal belongings, taking of photographs or mug shots, fingerprinting and otherwise processing and integrating the **Inmate** into the **Jail**.
 - O. **Municipal Court** shall mean the Court of Law functioning under the authority of State Law and the **City** Code which is responsible for the administration of justice under the State and **City** Code. If written in bold and capitalized, it means only the Municipal Court of Decatur, and no other municipal court.
 - P. **Draeger** shall mean the scientific instrument utilized by the **City** Police Department and the **Sheriff** pursuant to the standards and authority of the Alabama Department of Forensic Sciences for the determination of blood alcohol content based on the testing of breath. Should the Alabama Department of Forensic Sciences adopt a new instrument for such test, and the use of that Instrument is adopted and in use by the **City** Police and **Sheriff** this term shall equally apply to that instrument.
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- Q. Effective Date of the Agreement** shall be the date on which the last of the **Parties** duly executes the **Agreement** in compliance with the law.
- R. Commencement Date** shall mean the date on which the first male **City Inmate** is **Booked** into the **Jail**.
- S. Anniversary Date** shall mean the same calendar date of the **Commencement Date** in subsequent calendar years.
- T. Recalculation Date** shall mean every third **Anniversary Date**.
- U. Pre-Commencement Date Housing** shall mean the housing of female **City Inmates** in the **New Jail** or **County Jail** prior to the **Commencement Date**.
- V. Daily Census** shall mean the average of the total number of **City Inmates** held in the **Jail** at 12:01 a.m. and 12:01 pm each calendar day. This figure will be provided to the **City** daily in a manner agreed to between the **Parties**.
- W. Average Daily Census** shall mean the average of all **Daily Census** numbers for a given calendar month. This figure will be provided to the **City** monthly in a manner agreed to between the **Parties**.
- X. City Daily Bed Allotment** shall mean the number of beds to be available for **City Inmate** use each day. This is not a rental or "as available" situation. These beds are intended for **City Inmate** use in exchange for the payments made by the **City** to the **County** for construction and by the **City** to the **County** and/or **Sheriff** monthly. To the extent such available beds are not used by the **City Inmates**, they may be used to house **County Inmates**. The terms of this **Agreement** are controlling regardless of the number of **County Inmates** in the **County Jail** or **New Jail** facility whether they be federal inmates, state inmates, county inmates or other municipal inmates.

III. TERM OF AGREEMENT

This **Agreement** shall become effective on the **Effective Date** and shall continue indefinitely until the same is terminated by (a) the written consent of all **Parties** or (b) upon three years written notice by the terminating party to the others. The **Parties** agree that notice of unilateral termination of this **Agreement** shall not occur until at least twenty years after the **Commencement Date** of this **Agreement**.

IV. OWNERSHIP, MAINTENANCE AND UPKEEP OF THE JAIL

- A.** Throughout the term of this **Agreement** the **County** shall have all ownership interest in the **Jail**.
 - B.** The **County** shall be responsible for all capital, daily or routine maintenance of the **Jail**. This maintenance responsibility shall also include custodial care of the building including interior cleaning and maintenance and the exterior grounds within the custody and control of the **Sheriff**. The **County** and **Sheriff** shall be responsible for managing the response to the fire alarm system for all buildings within the **Jail** and under the management and operation of the **Sheriff**. The **County** will be responsible for compliance with all building and fire codes for the **Jail**.
 - C.** The **County** shall maintain property casualty insurance insuring the facility structures and equipment installed in the **Jail** at all times during the term of this **Agreement** in an amount sufficient to replace the structure and equipment therein, subject to reasonable deductibles or retentions. The **County** shall be responsible for damages to the facility and its components resulting from acts or omissions of its employees and **Inmates**. The **Parties** agree to cooperate with insurance providers to confirm that appropriate liability and casualty insurance is in place to provide a reasonable level of protection to the **Parties** in the event of liability or casualty events.
 - D.** The **County** shall be responsible for all utility costs at the **Jail**.
 - E.** The **City** Police Chief or his/her designee will be granted access to the **Jail** to review the conditions, investigate complaints or otherwise review the status of **City Inmates** and facilities used by **City Officers**. Inspections by a licensed or professional inspector as to the fitness of the facility may be conducted on behalf of the **City** no more than once annually and with reasonable advance notice, said inspector may
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inspect the **Jail** to determine if the building components are in good repair and the conditions are adequate and appropriate. Such inspection, once commenced, shall be conducted without undue or unnecessary delay and without adversely impacting the operation of the **Jail**. Admission to the **Jail** shall be coordinated with the **Sheriff** and/or the **Jail** Warden or the **Sheriff's** designee with due consideration for the safe and secure operation of the **Jail**. The **City** will furnish the **County** and the **Sheriff** with a copy of the report or other findings of the inspector(s).

- F. The sole financial and/or management responsibilities or obligations of the **City** relative to the **Jail** are set out or referred to in this **Agreement**. Any obligation or responsibility not specifically set out or referred to in this **Agreement** remains the obligation or responsibility of the **County** or the **Sheriff**.

V. OPERATION AND MANAGEMENT OF THE JAIL

- A. The **Sheriff** shall provide the operation and management services necessary to manage the **Jail** in compliance with all applicable federal, state and local laws, court orders, required standards and as otherwise provided in this **Agreement**.
- B. The **Sheriff** shall supervise and guard all **City Inmates** while they are in the **Jail** and when they are outside the **Jail** other than when they are taken from the **Jail** by a **City** Police Officer and is responsible for their care, maintenance, food and health needs while in the custody of the **Sheriff** to the extent required by federal and state law.
- C. The **Sheriff** shall be solely responsible for the care and custody of the **Sheriff's** evidence and the **City** Police Department shall be solely responsible for the care and custody of the **City** Police evidence. Clothing and personal effects on the person of the **Inmate** at the time of **Booking** shall be the responsibility of the **Sheriff** unless such are taken as evidence by the **City** Police. The **City** Police will document any such personal property taken by them as evidence and will provide that documentation to the **Sheriff**.
- D. **City** Police and **Municipal Court** personnel shall have access to **City Inmates** housed in the **Jail** and to **Jail** records for **City Inmates**, subject to security and operational concerns. The **Sheriff** shall provide to **City** Police and **Municipal Court** personnel, access to **City Inmates** when such access is requested.

E. INTEGRATION OF DATA SYSTEMS AND RECORDS.

1. The **County** and **Sheriff**, at the **City's** expense, will provide the **City** network connectivity of at least 1G bandwidth connection for digital communication between the **Jail** and the **City** for use with phone network, data transfer, and audio/visual transmission, including Video Arraignment capability.
 2. The **City** will provide the **County** and/or **Sheriff**, at **City** expense, the electronic, digital and/or software interface required to provide for the digital transfer of all **City Inmate** arrest information directly to and from **Municipal Court**. The **County**, **Sheriff**, **Jail** and **Booking** personnel will cooperate fully with the **City** in the installation, testing, implementation and integration of these systems for the free flow of information concerning **City Inmates** between the **Jail** or **County Jail** and the **Municipal Court**.
 3. The **City** will have access to SunGard/OSSI booking information on any **City Inmate** booked into the **Jail** or **County Jail**. Should a new system be employed by the **County** or **Sheriff** in the future, the **City** will have access to that as well.
 4. The **City** will provide at its expense and the **County/Sheriff** will allow and cooperate with the installation of a two way interface between the **Jail** and **City** to provide the secure and efficient transfer of digital information.
 5. The **City** will be allowed to purchase, at its expense, up to ten seats on the jail management system in use at the **Jail** used for **Booking** and all subsequent record keeping involving **City Inmates**. The **Sheriff** and **County** will cooperate however necessary to accomplish this purchase and implementation of it.
 6. The **City** Police Department shall have access to any and all information possessed by **Jail** personnel concerning all **City Inmates**. The **Jail** staff will
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provide this information to the **City** Police within a reasonable time of the request.

7. The **City** Chief of Police or the Chief's designee is authorized to grant **City** officers access to recorded **Jail** telephone conversations involving **City Inmates**. **City** officers duly authorized by the Chief shall be provided such information by **Jail** Personnel or the **Sheriff** upon request.
8. The **Jail** will give the **City** access to its Video Arraignment facility and will cooperate with the integration of the **Municipal Court** into participation in the utilization of video arraignment. Hardware required for the **City's** use will be housed as described in Paragraph N of Section V of this **Agreement**. The installation of any equipment in excess of or different from that used for **County** and State Court arraignments will be at the expense of the **City**. The **County/Sheriff** will cooperate with the **City** in the installation and utilization of the system as necessary to make the system work as intended.

9. CHANGE MANAGEMENT SYSTEM

The Information Technology departments of the **Parties** will develop a Change Management System which will be in place prior to the **Commencement Date**. Under this system the **Parties** will jointly decide the details of any technology related upgrade or modifications that will be instituted at the **Jail**, if the upgrade or modification will affect the data or video capability of access of the **City** in any way. If the **Parties** are able to agree to the changes contemplated, they may divide the cost of the project in any way they feel appropriate given the totality of the circumstances. If the two departments are not able to reach an agreement, the **Party** making the change will be required to upgrade or modify the network capability hardware and/or software of the **Party** not in agreement on the change so that the system will continue to operate at least at the level of efficiency and accuracy as it did prior to the change. It will be the responsibility of the changing **Party** to resolve all issues so that the other **Party** is not harmed if a unilateral change is made.

Regardless of any other term of the agreement reached for the Change Management System, at a minimum, in the event that the network will be interrupted for any reason, the **Party** causing the interruption will notify the other **Party** and provide that **Party** adequate time to prepare and adjust for the interruption. The notice will include the reason for the interruption, the expected length of the interruption and the scope of the interruption.

F. DRAEGER EQUIPMENT.

City Police Officers will have unrestricted access to the **Jail** based **Draeger**. Access will be on a first come-first serve basis and no preference will be given to **City** Police officers or **County** Deputies over each other. The **City** will make every effort to reach an agreement with the State to retain the **Draeger** currently located at the **City Jail** at the **Jail** or **County Jail** when the **City Jail** ceases operation. If this is accomplished, the **City** will bear the expense of this **Draeger**. The **Parties** agree that if this second **Draeger** instrument is retained, the **Parties** may choose to place the unit at **City Hall** and allow access by both jurisdictions to ease the use and increase the efficiency of **Draeger** testing. The **Parties** agree that juveniles may be tested on the **Draeger** at **City Hall** and may not be tested on the **Draeger** at the **Jail** or **County Jail**. The **Draeger** housed at **City Hall** will also be used on a first come first serve basis. The **Parties** understand that the placement of the **Draeger** is solely at the discretion of the State and the **City** is not obligated to retain its **Draeger** instrument, only to use its best efforts.

Priority will be given for the use of the **Draeger** when (1) a suspect is brought for **Draeger** testing from a court proceeding in **Municipal Court**, **County** District Court or **County** Circuit Court at the direction of the Judge of that court based on an allegation of being intoxicated during that proceeding, or (2) a **City** or **County** employee is being tested following any incident involving their employment (wreck, fall, injury, etc.).

- G. The **Sheriff** shall provide the operation and management services, supplies and equipment necessary to operate the **Jail** in accordance with all applicable federal and state laws or court orders. Upon the execution of this **Agreement**, the **Sheriff** shall furnish to the **City** Attorney a copy of its current **Jail** operational procedures. The **Sheriff** may either supply a complete set of procedures or may provide only those procedures related to the **Booking** and housing of **City Inmates**. The **Sheriff** shall provide to the **City** Attorney all relevant amendments or updates to these operational procedures prior to their implementation.
- H. Orders of the **Municipal Court** Judge concerning **City Inmates** will be honored and complied with by the **Sheriff** and **Jail** staff to the same degree as similar orders

issued by District and Circuit Court Judges. The **Municipal Court** Judge will maintain authority over and sentencing of all **City Inmates**, but shall not have jurisdiction over the **Jail** or its operations.

- I. There will be no preference given to one agency over the other in the order of booking of prisoners into the **Jail**. While exigent circumstances may exist which require a person in custody to be booked into the **Jail** out of turn, the arresting agency will not be a factor in that decision. Each agency and its officers will be treated fairly and any difficulties or problems which may arise from the booking of inmates will be resolved between the **Sheriff** and **City** Police Chief or their designees.
 - J. **City** Police Officers shall provide **Booking** personnel with a **Booking** sheet, the form of which has been approved by the **Sheriff**, which contains, at a minimum, arrestee identification and personal information, charges, bond per charge, name of arresting officer, identification number of arresting officer and signature of arresting officer. The **City** will reimburse the **Sheriff** or **County** for the cost of the **Booking** Forms used by the **City** if those forms are provided to the **City** by the **County** or **Sheriff**.
 - K. Staff at the **Jail** or **County Jail** will notify the **City** promptly if a **City Inmate** requires transportation to an outside medical provider for treatment and does not require transportation by ambulance, so that **City** Police Officers can accomplish that transportation. If ambulance transport is required for a **City Inmate**, **City** Police are to be notified of the transport and promptly dispatch a **City** officer to accompany the **City Inmate**. If there is insufficient time to notify the **City** in this manner, the **Jail** or **County Jail** staff will provide an officer to accompany the **City Inmate** to the outside medical facility and will remain with the **City Inmate** until a **City** Police Officer arrives to assume custody of the **City Inmate**. It will be the responsibility of the **City** to provide an officer to assume this custody as soon as is practicable and to maintain custody of the **City Inmate** outside the **Jail** once custody is assumed by a **City** officer. This provision does not alter any other provision of this **Agreement** concerning duties and obligations concerning costs associated with **City Inmates**.
 - L. If, due to a medical condition, a suspect or arrestee of the **City** is refused admission by the **Jail**, the **City** officer shall be notified promptly of that decision. That decision should be made prior to the departure of the **City** Officer from the **Jail**.
 - M. No Juveniles shall be brought to the **Jail**, except those charged or adjudicated as adults.
 - N. The **City** will provide its own video cameras in the arrival area, **booking** area, decontamination area, **Draeger** area and any other area within the **Jail** to which **City** Police have access. The **City** will provide the software and hardware required for transmittal of the video feed to the video storage viewing and storage system at **City** Hall. The **City** will be responsible for providing the wiring, etc., required to transmit and store the video at **City** Hall. The **County** and/or **Sheriff** will provide a controlled access space to the **City** in a climate-controlled area conducive to optimum hardware performance for the installation and housing of a rack for **City** use for that hardware and will allow the **City** unlimited access to the area for maintenance, upgrades and upkeep. Within the area provided to the **City** for this purpose will be a power source provided by the **County** which is connected to the backup generator for the **Jail** so that this link will not be lost due to a power outage. This area will be of sufficient size and proper conditions to house all hardware needs of the **City** to transfer data, surveillance video/audio and video arraignment feeds to and from **City** Hall.
 - O. The **City** will maintain its video surveillance system and the **Sheriff/County** will maintain its video surveillance system. While neither agency will have access to the live feed coming from the other agency's system, upon request of one Party, the other will provide them digital copies on DVD or equivalent media free of charge.
 - P. **MUNICIPAL COURT**
 - 1. The Judge of the **Municipal Court** and the **Sheriff** shall develop a schedule and procedure for the **Municipal Court** providing a daily court roster of **City Inmates** needed for video arraignment and other **City Inmate Municipal Court** appearances. The **Sheriff** shall transport **City Inmates** to the designated video arraignment room prior to any scheduled **Municipal Court** video arraignment proceeding and any other scheduled video appearance. The roster must be
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provided to the **Jail** at least two hours prior to the scheduled appearance to allow time for the **City Inmate(s)** to be brought to the appropriate location. The **County** or **Sheriff** will provide the necessary interface at the **Jail** facility to allow for the video arraignment capability if the cost is less than or equal to Five Thousand Dollars (\$5,000.00). Any additional cost of the interface will be borne by the **City**. The **City** will be responsible for the facilities at **City Hall** and any required wiring, cable or other mechanism by which the data is transmitted to and from **City Hall** from the **County** facilities.

2. The **Sheriff** and the **County** shall use reasonable efforts to cooperate with the **City** with regard to the accessibility of **City Inmates** and to assure that the **City Inmates** are available for video arraignments and court appearances so as to avoid disruption of the **Municipal Court** schedule. **City** Police personnel shall have access to inmates on a "walk in" basis for **City** Police investigation purposes. The **Sheriff** shall provide adequate space for confidential interviews for **City Inmates** and their defense attorneys.
 3. The **Sheriff** has no obligation to transport **City Inmates** outside the **Jail** except as otherwise specified in this **Agreement**. The **Sheriff** shall use all reasonable efforts to have **City Inmates** ready for transport by **City** personnel for **Municipal Court** appearances and any other transports to the **City** Police Department as needed at least thirty minutes prior to the scheduled beginning of court. The **City** will provide a roster of **City Inmates** needed for physical transport at least two hours in advance through a procedure agreed to between the **City** Police, **Municipal Court** and **Sheriff**.
 4. The **Municipal Court** will provide the **Jail** with a copy of all scheduled Court dockets at least one week prior to the docket. These are formal arraignment dockets and trial dockets. Changes will be given to the **Jail** as soon as possible after those changes are made and a final list will be sent at least two hours prior to the start of the docket. The **City Inmates** on the list will be dressed and ready for transport at least 30 minutes before the start of the docket. They will be picked up and transported by the **City** and returned to **Jail** when finished. The **City** will make every effort to keep the **Jail** informed of their progress and estimated time of return so that the **Jail** staff will know when the **City Inmates** are returning and will have to be processed back into the **Jail**.
 5. The bond procedure that is used by the **County** District and Circuit Court will be used by the **Municipal Court**. The **Municipal Court** will provide the **Jail** staff with examples of their receipts and related paperwork which is produced at the time a bond is processed and the **Jail** will provide the **Municipal Court** with examples of the paperwork they require to release an inmate from custody. No money will be accepted at or processed by the **Jail**. The **Jail** will process property bonds and surety bonds but will not accept any cash. Proof of the bond will be provided to the **Municipal Court** as soon as practical after the bond is received. The **Jail** and **Municipal Court** will cooperate as necessary to insure the smooth operation of the bond procedure so that inmates can be released in a timely fashion after posting bond and so both are aware of the policies and procedures in the respective offices. All monies collected by the **Municipal Court** will be distributed as provided by the applicable law.
 6. Court correspondence and/or communication between **City Inmates** and the **Municipal Court** will be handled without undue delay and in the same manner and within the same time limitations as similar correspondence with **County Inmates** and **District** or **Circuit** Court.
 7. Upon any **Municipal Court** action affecting the time to be served by any **City Inmate**, the **Municipal Court** will provide a court transcript to the **Jail** for each case affected stating, at a minimum, the name of the **City Inmate**, the **Municipal Court** case number, the charge and the number of days to serve as of the date of the transcript. If the **City Inmate** will be serving time in more than one case, either concurrently or consecutively, each transcript will reflect the total number of days to serve combined in addition to the number of days ordered in each case. If a minimum number of calendar days must be served and/or if good time is not available for a certain case that will be noted on the transcript. If the order is to serve a sentence on weekends or anything other than straight time, in addition to all other information, the transcript must reflect when the weekends or other schedule will begin and the specific details of that schedule. The transcript will
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not reflect good time calculations, work release or trustee status as those are solely within the discretion of the **Jail** staff and governed by **Jail** procedures. This transcript will be provided to the **Jail** as soon as practical after the action is taken, but in no event shall the transcript be sent later than the end of the next business day after the action is taken.

8. The **Municipal Court** will be notified by the **Jail** when a **City Inmate** has completed his/her sentence with specific reference to the case number for which the **City Inmate** was serving time or the **Jail** transcript the **Jail** was using to determine the time to serve.
9. **City Inmates** who request or who need furloughs, passes and any other extraordinary release will be handled by the **Jail** exactly as they would be handled in the case of **County Inmates**. The **Municipal Court** Judge would receive the same notifications and be responsible for the same decisions that the Circuit or District Judge would receive or make for an **Inmate** from those Courts. Standard or blanket orders may be used for this purpose at the discretion of the **Municipal Court** Judge.
10. Initial appearances required before the **Municipal Court** Magistrate will utilize the video arraignment process. Due to judicial time constraints, it will be necessary for a **Municipal Court** Magistrate to have access to **City Inmates** for initial appearances daily, including weekends and holidays. Scheduling of these initial appearances will be as agreed between the **Municipal Court** and the **Jail** staff. The **Jail** will communicate with the **Municipal Court** office on work days and with the particular **Municipal Court** Magistrate working on holidays and weekends to advise them of the **City Inmates** who have been booked into the **Jail** since the last initial appearance and which of those **City Inmates** are still in the custody of the **Jail**. The responsible **Municipal Court** Magistrate will notify the **Jail** staff at least thirty minutes before the initial appearances needed are to begin and the **Jail** staff will have the **City Inmates** in the video arraignment area at the appointed time for the initial appearance to be conducted. Both the **Municipal Court** Magistrate and the **Jail** staff will do whatever is necessary to conduct this operation smoothly and without undue hardship on the other party.
11. The **Municipal Court** will be allowed access to **Jail** records and the records management system employed by the **Jail** in the operation of the **Jail**. This access will be through interfaces and technology for which the **City** is responsible. The **Municipal Court** will be able to enter orders through this system for the use of the **Jail** staff concerning the incarceration of **City Inmates**.

VI. FINANCIAL

A. INITIAL CONSTRUCTION PAYMENT

The **City** will pay the **County** Two Million Dollars (\$2,000,000.00) as its full and complete contribution to the construction of the **New Jail**. One payment of One Million Dollars (\$1,000,000.00) will be made to the **County** by the **City** when construction commences on the **New Jail**. The other payment of One Million Dollars (\$1,000,000.00) will be made to the **County** by the **City** when the Certificate of Occupancy is issued for the **New Jail**.

B. MONTHLY PAYMENT

Each month the **New Jail** is operated and managed by the **Sheriff**, beginning on the first day of the month following the **Commencement Date** and continuing on the first day of each month thereafter the **City** shall pay to the **County** One Hundred Thousand Dollars (\$100,000.00). This payment is to be made regardless of the number of **City Inmates** that are housed in the **Jail**.

C. ADJUSTMENTS TO PAYMENT RATES

On the **Commencement Date** and on each **Recalculation Date**, the **Parties** will determine the US Government Bureau of Labor Statistics CPI Trailing Twelve Month Index as of the preceding June 30. The CPI Trailing Twelve Month Index for the June 30 prior to the **Commencement Date** will be compared to the CPI Trailing Twelve Month Index for the June 30 prior to the **Recalculation Date**. The increase or decrease in the CPI Trailing Twelve Month Index between those two dates will be applied to the Monthly Payment due under this **Agreement** and to the Daily Rate for **City Inmates in Excess of Daily City Bed Allotment** as described more fully in Section VII below. The Monthly Payment amount and Daily Rate for **City Inmates in Excess of Daily City Bed Allotment** will be increased or decreased

by a percentage equal to the increase or decrease of the CPI Trailing Twelve Month Index for those two dates.

If publication of the CPI Trailing Twelve Month Index is discontinued for any reason, the **Parties** shall accept comparable statistics on the cost of living as such statistics are computed and published by a federal agency or by a recognized financial periodical selected by the **Parties**. If such statistics are used, every effort will be used to make the index and the method of computation comply with the intent of this **Agreement**.

D. PAYMENT RATE FOR PRE-COMMENCEMENT DATE HOUSING

The payment by the **City** to the **Sheriff** for the **Pre-Commencement Date Housing** will be the **Average Daily Census** for the month multiplied by the number of days in the month and the total will be multiplied by \$23.00. There will be no **Pre-Commencement Date Housing** after the **Commencement Date** and all **City Inmates** will be included in the **Daily Census** and the **Average Daily Census**.

VII. CITY INMATE HOUSING

- A. The **City Daily Bed Availability** shall be 120. The **Parties** agree that, at all times, this number of beds will be available for **City Inmate** use. In the event that more **City Inmate** beds are needed by the **City** and there are **County Inmate** beds available, the **City** may use those beds and the **Sheriff** will be compensated as set out herein. In the event that the **City** is not using all the available **City Inmate** beds, and the **Sheriff** needs to use those beds for **County Inmates**, the Sheriff may do so.
- B. In addition to the monthly installment payment toward the **Annual Payment** specified in Section VI Paragraph B, above, at any time the **Average Daily Census** exceeds 120, the **City** will pay the **County** an amount to be calculated as follows: $((\text{Average Daily Census} - 120) \times \text{number of days in the month}) \times \text{Rate Per Day for City Inmates in Excess of Daily City Bed Allotment}$. This payment will be billed to the **City** any time the **Average Daily Census** exceeds 120 and the additional payment will be due within 30 days of the receipt of the invoice.
- C. As of the **Commencement Date**, the **Rate Per Day for City Inmates in Excess of the Daily City Bed Allotment** is Twenty Three Dollars (\$23.00).
- D. The **Sheriff** may not contract out the overall management of the **Jail** without the prior written approval of the **City**. Day to day operations and functions of the **Jail** such as medical services, food services and laundry services may be contracted out by the **Sheriff** during the term of this **Agreement** at the sole discretion of the **Sheriff**. Any such decision by the **Sheriff** and the resulting cost of **Jail** operations will have no bearing on the fee arrangement provided for in this **Agreement**.
- E. Any future expansion of the **Jail** shall be at the option of the **Sheriff** and the **County**. The **Sheriff** and the **County** shall be solely responsible for the future expansion of the **Jail** facilities which exceed the scope of this **Agreement**. The **County** shall be responsible for all related costs in this expansion including the additional capacity required of the primary service expansion related to mechanical, electrical and plumbing systems. Such expansion will not affect in any way the **City Daily Bed Allotment** or the annual amount to be paid by the **City** for the **City Daily Bed Allotment** or the fee or rate paid for any excess over the **City Daily Bed Allotment** paid pursuant to this **Agreement**.

F. MEDICAL, MENTAL HEALTH AND DENTAL SERVICES.

The **Sheriff** will provide inmates access to medical, mental health and dental services in accordance with applicable Federal, and State constitutional requirements and court orders. For purposes of this **Agreement**, **City Inmates** will receive at the **Jail** the same level of care and treatment as **County Inmates** receive at the **Jail**. In addition to regular medical treatment at the **Jail**, this includes treatment such as decontamination of **City Inmates** who have been sprayed with or exposed to OC spray or other chemicals by police during their arrest or exposed to any dangerous chemicals or substances immediately before or during their arrest.

The **Sheriff**, the **City** and the **County** will take all steps necessary to reduce, to the extent possible within the confines of applicable state and federal law, the cost of medical, mental health and dental care provided to **City Inmates**. The **Sheriff** may request in writing that a **City inmate** be released on medical furlough. Such written request shall be submitted to the **City** Magistrate for review and must be approved by the **City** Municipal Judge prior to the release of the inmate on medical furlough. The **City** Municipal

Judge may use standing orders at his or her discretion to provide guidance and authority to the **Sheriff** regarding medical furloughs. In the event that the **Sheriff's** request for a medical furlough is denied by the **City Municipal Judge**, then the obligation under this **Agreement** will remain unchanged so long as the **City Inmate** remains in confinement at the **Jail**.

At all times for treatment purposes a **City Inmate** shall be considered an **Inmate** of the **City** and not an **Inmate** of the **County**. Nothing in this **Agreement** shall be construed to create an obligation on the part of the **City** to pay for the medical treatment of its **Inmates**. It is the intention of the **Parties** that the status of an **Inmate** as a **City Inmate** would relieve the **County** of the obligation to pay for the **City Inmate's** treatment at an outside medical facility. Upon notice by the **County/Sheriff** to the **City** that a **City Inmate** is being transported for outside medical treatment which could be significant, the **City** will take all steps necessary to release the **City Inmate** from custody. The ultimate decision rests with the **City Municipal Judge**, however, and the decision of the **City Municipal Judge** not to release the **City Inmate** will have no bearing on the liability of any **Party** for the outside medical care of the **City Inmate**.

- G. The **Sheriff** shall at all times provide sufficiently trained staff to provide for and maintain the security, control, custody, safety and proper supervision of **City Inmates** at the **Jail** and **County Jail** in compliance with all applicable Federal and State law and this **Agreement**.

VIII. CITY COUNTY EMPLOYEE INTERRACTION.

- A. In the interest of smooth operation of the **Jail** and to avoid conflicts between **County/Sheriff** employees and **City** employees concerning the **Jail**, the **Sheriff** and **City Police Chief** shall create a mutually agreed on dispute resolution policy. This policy will provide the mechanism by which disputes are resolved between **City** employees and **County/Sheriff** employees. This policy will only be triggered in the event of an impasse between the **Sheriff** and **City Police Chief** to informally settle the dispute and will only be applicable to complaints made by employees of the **City Police Department** against **Sheriff's** Department employees or by **Sheriff's** Department employees against **City Police Department** employees. The policy may take any form the **Sheriff** and **City Police Chief** choose, but must be agreed to in writing prior to the **Commencement Date**.
- B. In the event of any internal investigation concerning the conduct of an employee of the **City Police Department** or the **Sheriff's** Department by that employee's agency, relating to the **Jail** in any way, employees of the other agency will fully cooperate in that investigation just as if the investigation was being conducted by their own agency concerning one of their own employees.
- C. Decisions on work release, work detail, good time, trustee status and any similar status for **City Inmates** rests solely with **Jail/Sheriff's** Department personnel subject to their own policies and procedures for similarly situated **County Inmates**.
- D. The **Sheriff** will make available to **City Police Officers** as needed, interview rooms equipped with video/audio surveillance for investigative interview purposes. At their discretion, **City Police Officers** may remove **City Inmates** from the **Jail** for interviews by **City Police** upon providing the **Jail** staff with one hour notice to have the **City Inmate** ready for transfer to **City Police** custody. The **City** will be responsible for the custody of the inmate until surrender of the **Inmate** back to **Jail** personnel.

IX. INDEMNIFICATION AND IMMUNITIES.

A. IMMUNITIES.

By entering into this **Agreement**, no **Party** shall waive any defenses or immunities, including any limitation on the amount of damages potentially recoverable against any **Party**. Specifically, despite the provisions of Section IX B. below or any other provision of this **Agreement**, the **Sheriff** does not waive immunities arising under the Eleventh Amendment to the U.S. Constitution or Article I, Section 14 of the Alabama Constitution of 1901.

B. INDEMNIFICATION.

To the fullest extent permitted by law, and subject to the limitations of statute or other law, the **City** agrees to defend, indemnify and hold harmless the **County** and the **Sheriff**, including their elected and appointed officials, employees and agents against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of this **Agreement**, provided

that any such claim, damage, loss or expense (1) is attributable (a) to personal injury, including bodily injury, sickness, disease or death, or (b) to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused or alleged to have been caused by a negligent act, intentional act or omission of the **City**, or any of its employees or agents for whose acts the **City** is legally liable.

To the fullest extent permitted by law, and subject to the limitations of statute or other law, the **County** and the **Sheriff** agree to defend, indemnify and hold harmless the **City**, including their elected and appointed officials, employees and agents against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from performance of this **Agreement**, provided that any such claim, damage, loss or expense (1) is attributable (a) to personal injury, including bodily injury, sickness, disease or death, or (b) to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused or alleged to have been caused by a negligent act, intentional act or omission of the **County** or **Sheriff**, or any of their employees or agents for whose acts the **County** or **Sheriff** is legally liable.

X. GENERAL TERMS AND CONDITIONS.

- A. GOVERNING LAW.** This **Agreement** shall be governed by the laws of the State of Alabama, including, without limitation, Section 11-80-3 of the Code of Alabama.
- B. INTENT AND INTERPRETATION.** This **Agreement** is intended to be an integral whole and shall be interpreted as internally consistent.
- C. TIME IS OF THE ESSENCE.** Time limitations contained herein, or provided for hereby, are of the essence of this **Agreement**.
- D. NOTICES.** Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered or sent by United States Mail, postage prepaid. All notices shall be delivered to the addresses set forth below:

To the **County**: Chairman, Morgan County Commission
 Morgan County Commission
 Morgan County Courthouse
 302 Lee Street, NE
 Decatur, AL 35601

To the **Sheriff**: Morgan County Sheriff
 Morgan County Sheriff's Office
 119 Lee Street, NE
 Decatur, AL 35601

To the **City**: Mayor, City of Decatur
 Decatur City Hall
 402 Lee Street, NE
 Decatur, AL 35601

Notices hand delivered shall be deemed received the next business day following the date of delivery. Notices given by United States Mail shall be deemed received as of the third business day following the date of posting.

- E. WAIVER.** No provision of this **Agreement** may be waived except by written agreement of the **Parties**. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this **Agreement**.
 - F. SEVERABILITY.** If any provision of this **Agreement**, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this **Agreement** shall remain valid and enforceable.
 - G. SPECIFIC PERFORMANCE.** Without limitation of any other available remedy, the **City** shall have the right to bring an action against the **County** and the **Sheriff** for specific performance of this **Agreement**. Without limitation of any other available remedy, the **County** and/or the **Sheriff** shall have the right to bring an action against the **City** for specific performance of this **Agreement**.
 - H. NO THIRD PARTY BENEFICIARIES.** This **Agreement** shall inure solely to the benefit of the **Parties** hereto and their successors and assigns. Nothing contained
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herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of any third party. No requirements contained herein create, nor were intended to create, a federal or state right, claim, or standard to be used by any inmate against any party to this **Agreement** or otherwise. No inmate housed in the **Jail** shall be a third-party beneficiary of this **Agreement**.

- I. ENTIRE AGREEMENT.** This **Agreement** represents the entire agreement among the **Parties** to this **Agreement** and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This **Agreement** may be amended only by written instrument signed by all parties to the **Agreement**.

THIS the 29th day of August, 2013.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH VOLKERT, INC. TO PERFORM PROGRAM MANAGEMENT / OWNER'S REPRESENTATIVE SERVICES FOR CAPITAL IMPROVEMENTS TO THE NEW MORGAN COUNTY JAIL ANNEX FOR THE SUM OF \$280,000.

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

R E S O L U T I O N 13-390

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to enter into an agreement with Volkert, Inc. to perform Program Management / Owner's Representative Services for Capital Improvements to the new Morgan County Jail Annex for the sum of \$280,000, this the 29th day of August, 2013.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO REIMBURSE DARYL BOLDING, MAINTENANCE DEPARTMENT, IN THE AMOUNT OF \$828 FOR SUCCESSFUL COMPLETION OF THE COURSES APPROVED AT THE MORGAN COUNTY COMMISSION MEETING HELD ON MAY 28, 2013.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

R E S O L U T I O N 13-391

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to reimburse Daryl Bolding, Maintenance Department, in the amount of \$828 for successful completion of the courses approved at the Morgan County Commission Meeting held on May 28, 2013, this the 29th day of August, 2013.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE FOLLOWING CONTRACTS REPRESENTING THE PROMOTION OF MORGAN COUNTY, WHICH WILL BE PAYABLE OUT OF THE TOURISM, RECREATION & CONVENTION FUND AS FOLLOWS:

Town of Falkville (Fall Festival)	\$1,000
Priceville Park & Rec (Cruise-In Car Show)	\$500
Alabama Charity Championship Horse Show	\$1,000
Racking Horse Breeders (2013 World Celebration)	\$2,500

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

R E S O L U T I O N 13-392

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the contracts listed above representing the promotion of Morgan County, which will be payable out of the Tourism, Recreation & Convention Fund, this the 29th day of August, 2013.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO MAKE APPLICATION AND EXECUTE SUPPORTING DOCUMENTATION TO ADMINISTRATIVE OFFICE OF COURTS FOR FY2014 PROBLEM-SOLVING COURT FUNDING IN THE AMOUNT OF \$40,000 FOR MORGAN COUNTY JUVENILE AND FAMILY DRUG COURT PROGRAM WITH NO LOCAL MATCH REQUIRED.

Mr. Jeff Clark, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously adopted to wit:

RESOLUTION 13-393

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to make application and execute supporting documentation to Administrative Office of Courts for FY2014 Problem-Solving Court Funding in the amount of \$40,000 for Morgan County Juvenile and Family Drug Court program with no local match required, this the 29th day of August, 2013.

ADOPT RESOLUTION APPROVING POLICY FOR RECORDING PROCEEDINGS OF THE MORGAN COUNTY COMMISSION.

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted to wit:

RESOLUTION 13-394

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve policy for recording proceedings of the Morgan County Commission, this the 29th day of August, 2013.

ADOPT RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE THE EMPLOYMENT CONTRACT WITH JASON SHIREMAN REPRESENTING SERVICES TO THE MORGAN COUNTY SHERIFF'S OFFICE FOR A SCHOOL RESOURCE OFFICER AT A RATE OF \$1,875 (MONTHLY RATE) FOR THE PERIOD OF AUGUST 1, 2013 AND ENDING DECEMBER 31, 2013, WITH 100 PERCENT REIMBURSEMENT TO COMMISSION BY SHERIFF'S DEPARTMENT.

Mr. Randy Vest, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Jeff Clark, it was put to a vote and unanimously adopted to wit:

RESOLUTION 13-395

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby authorize the Chairman to execute the employment contract with Jason Shireman representing services to the Morgan County Sheriff's Office for a School Resource Officer at a rate of \$1,875 (monthly rate) for the period of August 1, 2013 and ending December 31, 2013, with 100 percent reimbursement to Commission by Sheriff's Department, this the 29th day of August, 2013.

ADOPT RESOLUTION APPROVING CERTIFICATES TO SUBDIVIDE THE FOLLOWING PROPERTIES LOCATED WITHIN MORGAN COUNTY:

Preston & Mattie L. Terry	Joe Lemmond Road	District 1
Shirlene Lyle Rook	Lyle Circle	District 2
William M. & Constance Marie Childers	Hwy. 55 West	District 3

Mr. Jeff Clark, member of the Commission, offered the motion to approve the following Certificates to Subdivide properties located within Morgan County:

Preston & Mattie L. Terry	Joe Lemmond Road	District 1
Shirlene Lyle Rook	Lyle Circle	District 2
William M. & Constance Marie Childers	Hwy. 55 West	District 3

After being duly seconded by Mr. Randy Vest, it was put to a vote and unanimously carried that the Certificates be approved as presented.

RESOLUTION 13-396

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the Certificate to Subdivide property located in Morgan County presented by Preston and Mattie L. Terry – Joe Lemmond Road – Morgan County District 1, this the 29th day of August, 2013.

RESOLUTION 13-397

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the Certificate to Subdivide property located in Morgan County presented by Shirlene Lyle Rook – Lyle Circle – Morgan County District 2, this the 29th day of August, 2013.

RESOLUTION 13-398

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the Certificate to Subdivide property located in Morgan County presented by William M. and Constance Marie Childers – Hwy. 55 West – Morgan County District 3, this the 29th day of August, 2013.

ADOPT RESOLUTION APPROVING THE CERTIFICATE TO SUBDIVIDE & CONSOLIDATE PROPERTY LOCATED WITHIN MORGAN COUNTY AS FOLLOWS:

**Donald Ray Rolfe Together With
Daniel J. & Wendy B. Couch East Upper River Road District 4**

Mr. Greg Abercrombie, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Don Stisher, it was put to a vote and unanimously adopted to wit:

RESOLUTION 13-399

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby approve the Certificate to Subdivide & Consolidate property located in Morgan County presented by Donald Ray Rolfe together with Daniel J. & Wendy B. Couch – East Upper Road – Morgan County District 4, this the 29th day of August, 2013.

ADOPT RESOLUTION APPOINTING MR. FERRELL VEST TO THE DECATUR-MORGAN COUNTY PORT AUTHORITY TO FILL THE UNEXPIRED POSITION OF MR. DEE PROCTOR, EFFECTIVE AUGUST 29, 2013 THROUGH MAY 10, 2016.

Mr. Don Stisher, member of the Commission, offered the following resolution and moved for its adoption. Upon the same being duly seconded by Mr. Greg Abercrombie, it was put to a vote and unanimously adopted to wit:

RESOLUTION 13-400

BE IT RESOLVED by the Morgan County Commission, of Morgan County, Alabama, that the Commission does hereby appoint Mr. Ferrell Vest to the Decatur-Morgan County Port Authority to fill the unexpired position of Mr. Dee Proctor, effective August 29, 2013 through May 10, 2016, this the 29th day of August, 2013.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$9,096.75 FROM TRIDENT INSURANCE REPRESENTING DEDUCTIBLE ON INSURANCE CLAIM #TNT-0100489, GLENDA LOCKHART, SHERIFF.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$9,096.75 from Trident Insurance representing insurance deductible on claim number TNT-0100489 for Glenda Lockhart, Sheriff.

After due consideration it is therefore ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Jeff Clark, seconded by Mr. Randy Vest, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$9,096.75 to Trident Insurance representing insurance deductible on claim number TNT-0100489 for Glenda Lockhart, Sheriff .

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$680 FROM COTTLE ENGINEERING REPRESENTING PROFESSIONAL SERVICES FOR LACEY'S SPRINGS SENIOR CENTER.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$680 from Cottle Engineering representing professional services for Lacey's Springs Senior Center.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$680 to Cottle Engineering representing professional services for Lacey's Springs Senior Center.

REVIEW AND APPROVE PAYMENT FOR ADDITIONAL BALANCE DUE IN THE AMOUNT OF \$77 FROM RLI SURETY, REPRESENTING PUBLIC OFFICIAL BOND RENEWAL FOR AMANDA SCOTT, REVENUE COMMISSIONER, EFFECTIVE OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2014, PAYABLE OUT OF THE GENERAL FUND, REVENUE COMMISSIONER'S BUDGET.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$77 from RLI Surety, representing Public Official Bond renewal for Amanda Scott, Revenue Commissioner, effective October 1, 2013 through September 30, 2014, payable out of the General Fund, Revenue Commissioner's budget.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$77 to RLI Surety, representing Public Official Bond renewal for Amanda Scott, Revenue Commissioner, effective October 1, 2013 through September 30, 2014, payable out of the General Fund, Revenue Commissioner's budget.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$64,932 FROM WALKER BROTHERS LTD. REPRESENTING BRINDLEE MOUNTAIN CONCESSION STAND PROJECT.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$64,932 from Walker Brothers LTD. representing Brindlee Mountain Concession Stand project.

After due consideration it is therefore ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Greg Abercrombie, seconded by Mr. Don Stisher, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$64,932 to Walker Brothers LTD. representing Brindlee Mountain Concession Stand project.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$112,905 FROM MILLER & MILLER, INC. REPRESENTING DANVILLE ROAD REPAIRS PROJECT.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$112,905 from Miller & Miller, Inc. representing Danville Road Repairs Project.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$112,905 to Miller & Miller, Inc. representing Danville Road Repairs Project.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$22,617.27 FROM UNDERWOOD ASSOCIATES REPRESENTING PROFESSIONAL SERVICES ON THE WEST PARK RENOVATION PROJECT.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$22,617.27 from Underwood Associates representing professional services on the West Park renovation project.

After due consideration it is therefore ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Randy Vest, seconded by Mr. Jeff Clark, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of

\$22,617.27 to Underwood Associates representing professional services on the West Park renovation project.

REVIEW AND APPROVE INVOICE IN THE AMOUNT OF \$11,000 FROM ALL AMERICAN SPRINKLERS, LANDSCAPING & CURBING IN ACCORDANCE WITH PROVISIONS OF THE CONTRACT REPRESENTING IMPROVEMENTS TO GROUNDS OF MORGAN COUNTY COURTHOUSE, PAYABLE OUT OF GENERAL FUND, MAINTENANCE BUDGET.

The Chairman brought to the attention of the Commission that he was in receipt of an invoice in the amount of \$11,000 from All American Sprinklers, Landscaping & Curbing in accordance with provisions of the contract representing improvements to grounds of Morgan County Courthouse, payable out of General Fund, Maintenance budget.

After due consideration it is therefore ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the invoice be approved as presented.

It is further ordered by the Commission on motion of Mr. Don Stisher, seconded by Mr. Greg Abercrombie, and unanimously carried that the Chairman is hereby authorized to issue a warrant in the amount of \$11,000 to All American Sprinklers, Landscaping & Curbing in accordance with provisions of the contract representing improvements to grounds of Morgan County Courthouse, payable out of General Fund, Maintenance budget.

Recessed at 9:20 a.m., reconvened at 9:55 a.m.

The following members were present: Mr. Ray Long, Chairman; Mr. Jeff Clark, Mr. Randy Vest, and Mr. Don Stisher. Absent: Mr. Greg Abercrombie.

MEET WITH ELECTED OFFICIALS TO DISCUSS PRELIMINARY 2013/2014 BUDGETS.

The following Elected Officials met with the Commission to present their 2013/2014 Budget requests.

- Board of Registrars
 - Adonis Bailey
 - Kate Terry
 - Louise Brown
- Revenue Commissioner, Amanda Scott

BE IT FURTHER RESOLVED by the Morgan County Commission of Morgan County, Alabama, that there being no further business to come before the Commission, the same on motion of Mr. Don Stisher, seconded by Mr. Jeff Clark, and unanimously carried that the Morgan County Commission duly adjourned at 10:50 a.m.

These Minutes were approved this the 10th day of September, 2013.

RAY LONG, CHAIRMAN

JEFF CLARK, MEMBER

RANDY VEST, MEMBER

DON STISHER, MEMBER

GREG ABERCROMBIE, MEMBER