

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

July 19, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the July 23, 2018
Montgomery County Commission Regular Meeting

The Commission meeting on Monday, July 23, 2018 will be held at Trenholm State Community College, Auditorium (Building D), Patterson Campus 3920 Troy Highway. The information session will begin at 5:00 p.m., followed by the formal session at 6:30 p.m.

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

1. County Commission Information Session Schedule for July 23, 2018

Items to Consider for the Monday, August 6, 2018 Montgomery County Commission Regular Meeting Agenda

2. Consider Authorization of Professional Services Agreement with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events, Sheriff's Office
3. Consider Authorization to Sell a 2014 Ford PPV Utility Vehicle to Bullock County Sheriff's Office in the Amount of \$4,500, Sheriff's Office
4. Consider Authorization of Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement for the GIS & Cadastral Mapping, Appraisal Department
5. Consider Authorization of Renewal of Pictometry Connect Custom Access License Agreement for the GIS & Cadastral Mapping, Appraisal Department
6. Consider Authorization of Amendment to Agreement dated February 6, 2015 with Pictometry International Corp. regarding Aerial Photography, Appraisal Department

7. Consider Authorization of Payment of 2018-2019 Professional Dues for County Administrator Donald L. Mims, County Commission

Personnel Action Items

8. Consider Authorization to Allocate an Appraiser I Position and Related Position Fill Request and to Remove the Allocation of an Appraisal Technician, Appraisal Department
9. Consider Authorization of Irregular Pay Increase for IT Specialist – Network/Infrastructure Alfred Jones from Pay Grade A11, Step 4 (\$68,704.48) to Pay Grade A11, Step 6 (\$73,089), Information Systems

General Information

10. Copy of Memorandum from Deputy Administrator Cauthen regarding Board Member Appointment to the Montgomery City/County Public Library Board
11. Copy of Email from Mr. Jerry Kyser regarding Herron Street property
12. Copy of Email from Mr. Stephen Woerner with the Montgomery Dragon Boat Festival requesting to meet with the Commission regarding the 2018 Dragon Boat Festival **(On 7-5-16, the Commission approved a Budget Change in the Amount of \$5,000 for the event. On 8-21-17, the Commission approved a Budget Change in the Amount of \$7,500 for the event)**
13. Copy of Information from ACCA regarding the 2018 County Time Capsule
14. Copy of Information from ACCA regarding Election of the ACCA Board of Directors
15. Copy of Schedule of Upcoming Bids/Contract Renewals for July – September 2018
16. Copy of Service of Process Fee (Sheriff Process Fee) Collection Report for July 2018
17. Copies of Revenue Reports for June 2018 from Tax and Audit Department
18. Copy of Population Report for June 2018 for the Mac Sim Butler Detention Facility
19. Copy of Census and Fiscal Report for June 2018 for Community Corrections

If you have any questions, please contact me.

Attachments

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
JULY 23, 2018

- 5:00 p.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 5:10 p.m. Sheriff Derrick Cunningham – Presentation regarding a Professional Services Agreement with the City of Auburn for Law Enforcement Services at Major Sporting Events and/or Special Events (**Future Agenda Item 2**) and the sale of a 2014 Ford PPV Utility Vehicle to Bullock County Sheriff's Office in the Amount of \$4,500 (**Future Agenda Item 3**)
- 5:20 p.m. Chief Appraiser Clay Henley – Presentation regarding the Allocation of an Appraiser I Position and Related Position Fill Request and Removal of the Allocation of an Appraisal Technician (**Personnel Action Item 8**)
- 5:30 p.m. GIS and Cadastral Mapping Manager Todd Grant – Presentation regarding Renewal of the Environmental Systems Research Institute, Inc., (ESRI) Software Maintenance Agreement for the GIS & Cadastral Mapping (**Future Agenda Item 4**), Renewal of Pictometry Connect Custom Access License Agreement for the GIS & Cadastral Mapping (**Future Agenda Item 5**) and Amendment to Agreement dated February 6, 2015 with Pictometry International Corp. regarding Aerial Photography (**Future Agenda Item 6**)
- 5:40 p.m. Chief Information and Technology Officer Lou Ialacci – Presentation regarding an Irregular Pay Increase for IT Specialist – Network/ Infrastructure Alfred Jones from Pay Grade A11, Step 4 (\$68,704.48) to Pay Grade A11, Step 6 (\$73,089) (**Personnel Action Item 9**)
- 5:50 p.m. County Engineer George Speake – Update regarding Engineering Operations
- 6:30 p.m. Formal Session
- 7:00 p.m. Adjourn



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

July 6, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham *(D.C.)*
Montgomery County Sheriff's Office

SUBJECT : Auburn Police
Assistance with Football Games

I am requesting that the County Commission approve the attached matter at the next County Commission meeting allowing the Montgomery County Sheriff's Office to assist Auburn Police Department during their football games.

If you have any questions, please do not hesitate to contact me or my assistant, Christie (ext 7106).

DC/crv

encls.

cc: Ms. Florence Cauthen
Deputy County Administrator

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

2-1 OFFICE 334.832.1386
FAX 334.265.0990

**Auburn Game Day Law Enforcement Corporation
Professional Services Contract**

This Professional Services Contract (the "Agreement") made and entered into on this the ____ day of _____, 2018, by and between The Auburn Game Day Law Enforcement Corporation, an Alabama corporation (the "Company"), the City of Auburn, Alabama, a municipal corporation (the "City") and Montgomery County Commission and Sheriff's Office (Assisting Agency).

The parties hereby state and agree as follows:

1. The City has entered into a Professional Services Contract with Auburn University (the "University") whereby the City agrees to provide Law Enforcement Officers; Fire; Communications and Judicial personnel with the City as well as assisting agencies to provide security and traffic direction for University athletic and other special events.
2. The Contractor (MCC), acting in support of City of Auburn (Auburn) Public Safety/Police Division shall provide law enforcement services from the Montgomery County Sheriff's Office.
4. The Assisting Agency, acting in support of the City's Public Safety Department/Police Division, shall provide support services to include, but not limited to crowd control, traffic direction, and security at Auburn University campus locations during major sporting events and/or special events.
5. The Assisting Agency shall render the above services under the direction and supervision of the City of Auburn Police Chief or his/her designee.
6. The Assisting Agency shall provide the above services during the time period from August 1, 2018 to July 31, 2019.
7. The Assisting Agency will be compensated by the City on behalf of the Company for the above services at the following rates: Assignment: Stadium - \$30.00 per hour; Traffic - \$35.00 per hour; Supervisor - \$38.00 per hour. The Assisting Agency's liability for services provided under this Agreement shall be limited to the intentional and/or negligent acts or omissions of its employees.
8. The Assisting Agency will receive compensation for services provided within ten working days of the receipt of an approved invoice.
9. The Assisting Agency **will not** be compensated for travel expenses.
10. The Company shall secure and provide to Assisting Agency's employees Workers Compensation Insurance.
11. The Assisting Agency agrees to comply with all applicable Federal and State laws and regulations in the performance of this Contract. Assisting Agency represents that it is an Equal Opportunity Employer and does not discriminate on the grounds of disability, age, race, color, religion, sex, national origin, veteran status, genetic information or any other

classification protected by Federal and/or Alabama state constitutional and/or statutory law.

This contract has been reviewed and accepted by the undersigned on this the ____ day of _____, 2018.

ASSISTING AGENCY

_____ Signature	_____ Elton N. Dean, Sr., Chairman Name
_____ Montgomery County Commission Agency Name	_____ 101 S. Lawrence Street Address
_____ 63-6001653 Tax I.D. Number	_____ Montgomery, AL 36104 City, State, Zip Code

AUBURN GAME DAY LAW ENFORCEMENT CORPORATION

President

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this ____ day of _____, 2018.

ATTEST:

Mayor

City Manager

AGENCY CONTACT INFORMATION

This is the current contact information I have for your agency. Please make any needed changes and return with your packet. We ask you please include the number of officers you will guarantee to work each home game (refer to enclosed football schedule). We know that some games you may have more officers available and we will always try to work them in the schedule.

Agency: Montgomery County Sheriff's Office

Contact Name: Sergeant Rick Thompson

Contact Phone Number: # 334.850.8688

Contact Email Address: rickythompson@mc-ala.org

Number of Officers:

Feel free to contact me if you have any questions.

Thank you,
Sally Mixon



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

KEVIN J. MURPHY
CHIEF DEPUTY

COLONEL WANDA J. ROBINSON
DIRECTOR OF DETENTION

July 12, 2018

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff Derrick Cunningham 
Montgomery County Sheriff's Office

SUBJECT : Sale of Decommissioned MCSO Vehicle (#6471)

I am requesting that the County Commission approve the sale of one of our decommissioned vehicles. The said vehicle is currently in our inventory identified as vehicle number 6471; however, it is no longer in service. I have indicated the vehicle information below:

Year: 2014
Make: Ford
Model: PPV Utility
VIN #: 1FM5K8AR0EGB38191

I have enclosed a copy of the letter received from Sheriff Rogers requesting the vehicle for the Bullock County Sheriff's Office in the amount of \$4,500.00.

If you have any questions, please do not hesitate to contact me or my assistant.

DC/crv

encl.

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

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Raymond D. Rodgers
SHERIFF

Anthony L. Williams
Chief Deputy

BULLOCK COUNTY
217 Prairie Street North
Union Springs Alabama 36089

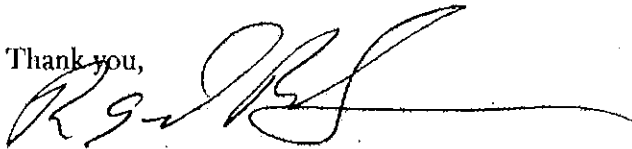
Office Phone: 334-738-2670
County Jail: 334-738-9222
Fax: 334-738-3982

TO: The Montgomery County Commission

FROM: Sheriff Raymond Rodgers

I Sheriff Raymond Rodgers with the Bullock County Sheriff's Department is requesting, to purchase a vehicle from the Montgomery County Sheriff Department for the agreed amount of \$4,500.00 from the honorable Sheriff Derrick Cunningham.

Thank you,



Sheriff Raymond Rodgers

July 23, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: ESRI Software Maintenance Renewal

Attached hereto, please find the Environmental Systems Research Institute, Inc. (ESRI) software maintenance renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$23,900.00

I request that approval of the ESRI software maintenance renewal agreement be placed on the next agenda.

RTG

Attachment



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 07/02/2018
To: Todd Grant
Organization: Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
Fax #: 334-832-2535 **Phone #:** 334-832-1607

From: Manny Ballesteros
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2240
Email: mballesteros@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25852284
Document Date: 07/02/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

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**esri**[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/2240
Fax #: 909-307-3083

Quotation

Date: 07/02/2018**Quotation Number:** 25852284

Montgomery County Alabama
Re GIS & Cadastral Mapping Dept
101 S Lawrence St
Montgomery AL 36104-4268
Attn: Todd Grant

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Manny Ballesteros

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 159286

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	1,200.00	4,800.00
2010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	500.00	500.00
3010	14	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 10/01/2018 End Date: 09/30/2019	400.00	5,600.00
4010	1	161326	10,000.00	10,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Manny Ballesteros**Ext:** 2240

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

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esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Page 2

Date: 07/02/2018

Quotation Number: 25852284

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Enterprise Advanced Up to Four Cores Maintenance
Start Date: 10/01/2018
End Date: 09/30/2019

Item Subtotal	23,900.00
Estimated Tax	0.00
Total	USD 23,900.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]

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esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Page 3

Date: 07/02/2018

Quotation Number: 25852284

Item	Qty	Material#	Unit Price	Extended Price
------	-----	-----------	------------	----------------

IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

[CSBATCHDOOM]

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esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-45752240
Fax #: 909-307-3083

Quotation

Page 4

Date: 07/02/2018

Quotation No: 25852284

Customer No: 159286

Item Qty Material#

Unit Price

Extended Price

Name (Please Print)

Title

[CSBATCHDOM]

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July 23, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Eagle View Technologies, Inc. and Pictometry International Corp.

Attached hereto, please find the Pictometry Connect Custom Access license renewal agreement for the Office of the Revenue Commissioner's GIS & Cadastral Mapping Department in the amount of \$2,200.00

I request that approval of the Pictometry Connect Custom Access software license renewal agreement be placed on the next agenda.

RTG

Attachment

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY, AL ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Online Services General Terms and Conditions
- Software License Agreement

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607	Phone: (585) 486-0093

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities,

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fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY, AL	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A**PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C8003108

BILL TO

Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO

Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID

A116960

SALES REP

nroberso

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00		\$2,200.00

Thank you for choosing Pictometry as your service provider.

TOTAL

\$2,200.00

Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

Due at Activation of Online Services

\$2,200.00

Total Payments

\$2,200.00

PRODUCT PARAMETERS**CONNECT****Product:**

Admin User Name:

Admin User Email:

Geofence:

Pictometry Connect - CA - 50

Todd Grant

toddgrant@mc-ala.org

AL Montgomery

AL Montgomery Metro

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SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

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4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

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the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

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- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

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Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

INVOICE

Date	Invoice #
7/10/2018	8003108ALMONT

Bill To
Montgomery County, AL
Todd Grant
101 South Lawrence Street
Montgomery, Alabama 36043

Customer ID	PO Number	Payment Terms	Sales Rep	Shipping Method
A116960	License Agreement	Net 30	nroberso	Pictometry

Name	Description	Amount
Licensed Products/Services	Pictometry Connect - one year	\$2,200.00

Subtotal	\$2,200.00
Tax	\$0.00
Freight	\$0.00
Miscellaneous	\$0.00
Total Due this Invoice	\$2,200.00

Thank you for choosing Pictometry as your service provider.

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July 23, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Pictometry International Corp.

Attached hereto, please find the Amendment to the Agreement Between Pictometry International Corp. and Montgomery County Commission (executed February 6, 2015) in the amount of \$479,086.00

I request that approval of the Amendment to the Agreement Between Pictometry International Corp. and Montgomery County Commission (executed February 6, 2015) be placed on the next agenda.

RTG

Attachment

**AMENDMENT TO AGREEMENT DATED FEBRUARY 6, 2015 BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
MONTGOMERY COUNTY COMMISSION ("CUSTOMER")**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated February 6, 2015 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

Section A: Product Descriptions, Prices and Payment Terms
Map

2. MODIFICATIONS TO AGREEMENT WITH RESPECT TO THE SECOND PROJECT:
- The products, pricing, and product parameters set forth in Section A to the Agreement are deleted in their entirety and replaced with the products, pricing and product parameters set forth in Section A to this Amendment;
 - The payment schedule set forth in Section A to the Agreement is deleted in its entirety and replaced with the payment schedule set forth in Section A to this Amendment; and
 - The Map set forth in this Amendment shall replace the Sector Map set forth in the Agreement.
3. All other terms and conditions set forth in the Agreement not expressly modified herein shall remain in full force and effect.
4. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
101 South Lawrence Street	25 Methodist Hill Drive
Montgomery, AL 36043	Rochester, NY 14623
Attn: Todd Grant, GIS Manager	Attn: General Counsel
Phone: (334) 832-1607 Fax: (334)241-4431	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

This Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document.

PARTIES:

CUSTOMER	PICTOMETRY
MONTGOMERY COUNTY COMMISSION	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #

C148013

BILL TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

SHIP TO
Montgomery County, AL
Todd Grant, GIS Manager
101 South Lawrence Street
Montgomery, AL 36043
(334) 832-1607
toddgrant@mc-ala.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116960	nroberso	Triennial

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
456	AccuPLUS 3in - CUSTOMER DTM - Per Sector	Product includes: 3-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 3-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Ortho-mosaic accuracy: 1.00 ft. RMSE (X or Y); 2.45 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 1 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use; Order Form	\$645.00	\$612.75 (5% - Long Term Incentive Discount)	\$279,414.00
448	AccuPLUS 6in - CUSTOMER DTM - Per Sector	Product includes: 6-inch GSD AccuPlus ortho mosaic tiles (GeoTIFF format), 6-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 6-inch GSD area-wide ortho mosaic (ECW format), 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.5 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.46 feet/pixel, Middle Line: 0.51 feet/pixel, Back Line: 0.60 feet/pixel. Ortho-mosaic accuracy: 1.30 ft. RMSE (X or Y); 3.20 ft NSSDA 95%; meets or exceeds NMAS & ASPRS Class 2 at 1"=100'. Pricing discounted to reflect use of customer-provided DTM to support ortho-rectification (subject to Pictometry testing and validation). Refer to attached terms and conditions. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$370.00	\$351.50 (5% - Long Term Incentive Discount)	\$157,472.00
102,000	ChangeFinder - Change Detection; Digital Parcel File Provided	Existing building outlines from a specified older imagery source are updated and classified relative to the most-nadir single-frame orthogonal image in a specified, newer Pictometry imagery source. Pictometry delivers updated digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced building outline data requires acceptance in advance. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$35,700.00
1	AccuPLUS Project Fee - CUSTOMER LIDAR	AccuPLUS project fee for projects with customer-supplied DTM	\$2,500.00		\$2,500.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	IMAGE Library Compression - Imagery Per 50,000	Compression price is per 50k image increment. Licensee must provide Pictometry with compression ratio within 30 days of related imagery delivery. If ratio not provided, Pictometry will utilize a default value. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2,500.00	\$1,875.00 (25%)	\$1,875.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. Applicable Terms and Conditions: Web Visualization Offering Terms and Conditions	\$1,500.00	\$1,125.00 (25%)	\$1,125.00
1	ChangeFinder - Project Fee	This is a flat fee per project. One project set-up fee is required for each Change Detection, Change Detection and Building Outlines, or Building Outline line item in the order. Applicable Terms and Conditions: Order Form	\$1,000.00		\$1,000.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100%)	\$0.00
1	AccuPlus Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00	\$0.00 (100%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$479,086.00

Amount per product = ((1-Discount %) * Qty * List Price)

SECOND PROJECT

Due at Initial Shipment of Imagery	\$159,695.32
Due at First Anniversary of Shipment of Imagery	\$159,695.34
Due at Second Anniversary of Shipment of Imagery	\$159,695.34
Total Payments	\$479,086.00

6-4

**PRODUCT PARAMETERS
SECOND PROJECT
ACCUPLUS IMAGERY**

Product:
Coverage Area Format:
Leaf:

AccuPLUS 3in - CUSTOMER DTM - Per Sector
Shapefile
Leaf Off: Less than 30% leaf cover

Product:
Coverage Area Format:
Leaf:

AccuPLUS 6in - CUSTOMER DTM - Per Sector
Shapefile
Leaf Off: Less than 30% leaf cover

CHANGEFINDER

Product:
Data Source – Base:
Data Source Year – Base:
Data Source – Comparison:
Data Source Year – Comparison:
Deck Identification:
Regional Status Report Requested:
Modified Technical Specifications:
Parameter Changes

ChangeFinder - Change Detection; Digital Parcel File Provided
Pictometry Imagery
2012
Pictometry Imagery
2015
Marked with a Point

Prior to commencement of production, Customer may make changes to these product parameters by providing Pictometry with written authorization (email being acceptable).

The following are modifications to the standard product specifications for products listed above:

Modified Technical Specifications: The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.
• False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
• False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
• The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

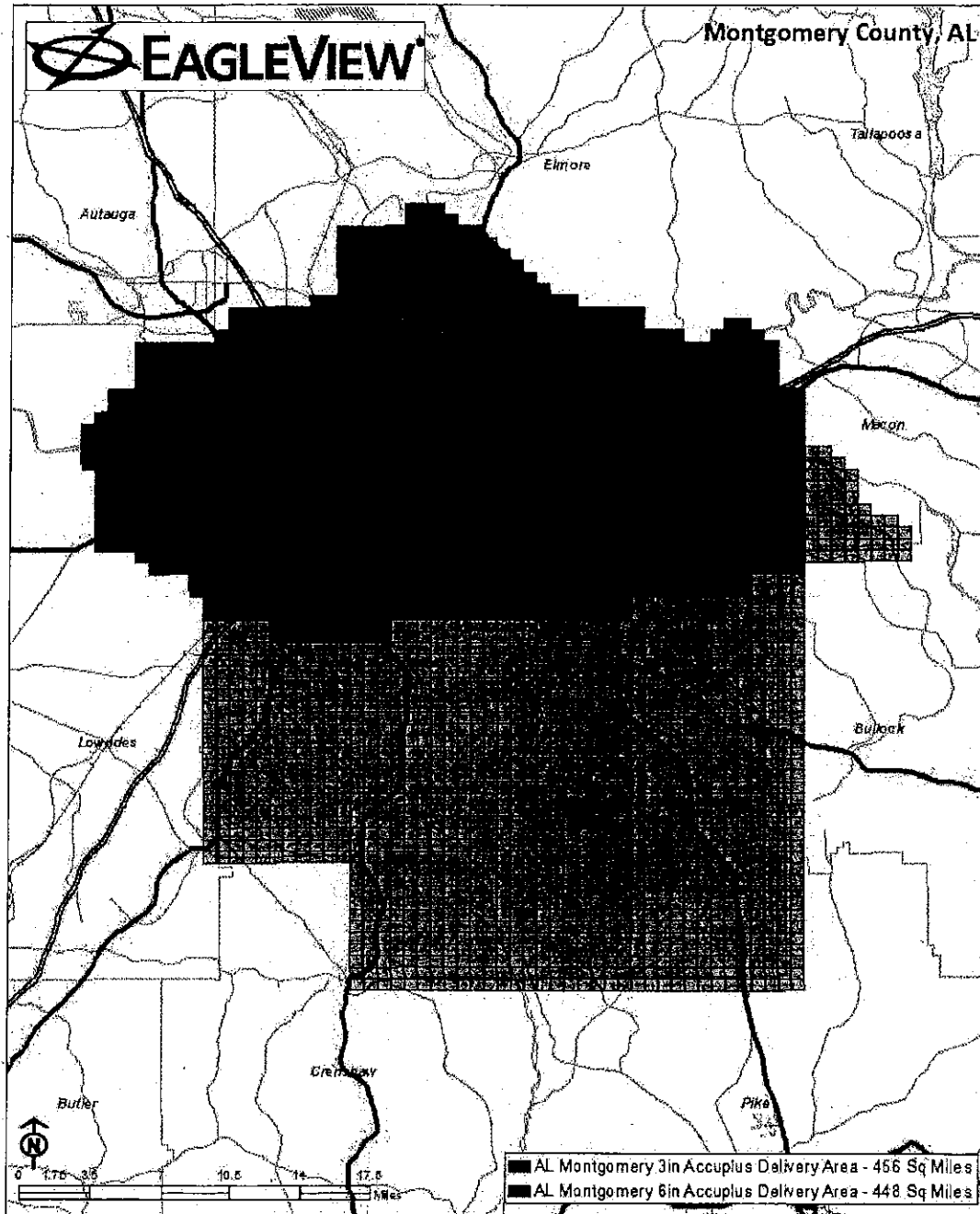
CONNECT

Product:
Admin User Name:
Admin User Email:
Geofence:

Pictometry Connect View - CA
Todd Grant
toddgrant@mc-ala.org
AL Montgomery

6-5

MAP(S)



6-6



MONTGOMERY COUNTY COMMISSION

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON

July 19, 2018

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Payment of Professional Dues

For many years, Elected Officials and Supervisors have authorized the payment of professional dues for employees who were attorneys or Certified Public Accountants.

As a CPA, I attend Continuing Professional Education courses regarding changes in governmental accounting standards. Membership in the Alabama Society of CPAs and the American Institute of Certified Public Accountants allows the county to receive discounts on CPE courses up to \$80 per course.

These courses have helped me stay current on governmental accounting standards that the Examiners of Public Accounts utilize in their audit of the County Commission.

I am requesting for the County Commission to authorize payment for the 2018-2019 professional dues to the Alabama Society of CPAs (\$190.00) and the America Institute of Certified Public Accountants (\$275.00).

Should you have any questions, please contact me.

/tn

Attachments

Tammy Nix

From: SJackson@ascpa.org
Sent: Tuesday, July 17, 2018 2:10 PM
To: Donald Mims
Subject: ASCPA Dues Invoice

ALABAMA SOCIETY OF CPAS
2018-2019 DUES NOTICE
DUE MAY 1, 2018

Reminder – we have not received your payment. A \$25 late fee will be added if paid after July 31.

Donald L. Mims, CPA (M2584)
426 Seminole Dr
Montgomery, AL 36117-4047

Our Mission
Protect, Educate & Connect

If paying online, please note:

The ASCPA launched a new web site in June that will require you to create a new password before using the site.

•Your new **username** will be your **email**.

•Create your password: [click here](#) - enter your email - check your inbox for a message to reset your password.

Please allow a few minutes to receive the password reset email.

Alabama Society membership renewal for 2018-2019	\$165.00
Chapter membership dues for Montgomery	\$25.00
Educational Foundation 501(c)3 Contribution	\$25.00
Alabama CPA PAC Contribution	\$25.00
TOTAL.	\$ 190.00

Renewals due May 1. Delinquent after July 31. \$25 Late fee added August 1.

AICPA Member ☒ YES ☐ NO

AICPA Member Number: 0000050792

Current License status with Alabama State Board of Public Accountancy: Active ☒ Inactive ☐

You can renew online at www.ascpa.org/my-ascpa/pay-dues

or

2. Payment Information

Credit Card Type: VISA MASTERCARD AMEX DISCOVER

Account Number: _____

Expiration Date: _____

Signature: _____

Total Payment: _____

For payments not made online: mail/fax this document to:
ASCPA, PO BOX 242987, Montgomery, AL 36124-2987
Phone 334.834.7650 Fax 334.834.7603



Renewal statement

Aug. 1, 2018–July 31, 2019

Member number

000050792

Payment due date

July 31, 2018

Donald Mims
426 Seminole Dr
Montgomery AL 36117-4047

129801

Billing date

June 25, 2018 First Notice

Remittance form

000050792

Donald Mims

Montgomery County Commission

IMPORTANT: In making my payment, I affirm that my information is correct as shown or amended, that I have complied with the AICPA Code of Conduct and with CPE Requirements for the year ending Dec. 31, 2017. I have seen and agree with the AICPA Privacy Policy.

METHOD OF PAYMENT: All payments must be made in U.S. dollars drawn on a U.S. financial institution. Make your check payable to AICPA. For other methods, please see reverse.

Description	Billed	Paid
AICPA Membership - 12 Month Renewal	IN 275.00	
Voluntary Contributions:		
Benovolent Fund Contribution	95 16.00	
AICPA Foundation	87 50.00	
AICPA PAC Contribution	82 25.00	
CPEExpress add \$249	BY	
		\$ 275.00
Late fee of \$30 assessed on payments after Sept. 13, 2018	Total →	305.00

© 2018 AICPA. 24127-326

000050792 1 036500 027500 108 8

7-3

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Appraisal
DEPARTMENT HEAD: Clay Henley
SUPERVISOR: Janet Buskey

POSITION INFORMATION:

Position Title Appraiser I
Position Number TBD
Pay Grade A06 Pay Range \$36,284-\$54,214
Proposed Effective Date October 1, 2018
Type of Hire (☒) New (☐) Promotional
Type of Appointment (☐) Permanent (☐) Temporary

JUSTIFICATION:

I have a recently vacated Appraisal Technician position that was making a salary of \$36,881 ,I would like to eliminate and replace with a new Appraiser I position with a starting salary of \$36,284.

Clay Henley
Department Head

Date 7-10-2018

FINANCIAL IMPACT:

The Appraisal Technician is a pay grade A5 with a starting salary of \$32,318. The Appraiser I position is a pay grade A6 with a starting salary of \$36,284. Budgeting for a vacant Appraiser I vs. the current Appraisal Technician paid at a step 5 will result in a budget decrease of \$720. Comparing both at step one would increase the budget by \$4,755.

Sherrill Thomas
Finance Director

Date 7/12/2018

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

Tammy Nix

From: Lou Ialacci
Sent: Wednesday, July 18, 2018 1:01 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Special Merit Increase for Alfred Jones

Donnie,

I am requesting a two step increase for Alfred Jones, IT Specialist – Network/Infrastructure (220273002), effective the next full pay period after the Commission's approval. Alfred is currently at A11 step 4 (\$68,704.48) and would go to A11 step 6 (\$73,089). Here are a few significant points supporting my request:

- Hired July 2005 as a Technical Support Technician Quickly became the go to person for PC problems.
- Promoted July 2007 to Technical Support Specialist
 - a) Attended several training classes in his field and took it upon himself to start installing special software packages to assist his manager
 - b) Attended several Cisco and Dell training classes specific to the County's technical requirements
 - c) Began expanding his skills with Cisco equipment – firewalls, switches, routers, and phones.
- Promoted June 2014 to IT Specialist Network/infrastructure
 - a) Added supervisory responsibilities in addition to his technical responsibilities
 - b) Took the lead to move the County to VOIP technology to replace the old digital phone system
 - c) Completed the move off the old digital phone system in January of 2017 eliminating the need to continue maintenance on the old PBX, saving the County over \$25,000 annually.
 - d) Worked with Century Link and MCSO evaluating data circuits and generated additional savings for the County of over \$5,000 annually.
 - e) Recommended upgrading DSL connections to fiber connections doubled speeds for the same cost.
 - f) Installed and connected all the fiber required to connect MCSO new maintenance shop, warehouse, and Engineering.
- Alfred is a team player and is always offering his assistance to his colleagues and our customers.
- Since the ransomware attack he has taken on the responsibility of being the primary person working with security specialist like MS-ISAC to keep the county's firewalls up to date and making modifications as needed to block attacks.

We could not come close to hiring someone with his skill set at his current rate of pay. More importantly his working knowledge of our unique networks, applications, and equipment is very critical. I really appreciate the Commissioners' and your support to approve this request.

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.

**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
katieb@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

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

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

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

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

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

VACANT
City Appointment

Term expires: September 21, 2019

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

Tammy Nix

From: Jerry Kyser <jerry@kyser.com>
Sent: Wednesday, July 18, 2018 3:09 PM
To: Donald Mims
Subject: Herron Street Property

Donnie,

In regards to the property we have been discussing on Herron Street, I have a potential user for the property. I would like to know what the county would be willing to sell this property for, before I proceed any further. Please call me on my cell 334-301-3103 at your convenience to discuss. Thanks for your assistance.

Best regards,

Jerry

Jerry Kyser
Jerry Kyser Builder, Inc.
1537 Jean Street
Montgomery, AL 36107

Tammy Nix

From: Stephen Woerner <swoerner@troy.edu>
Sent: Tuesday, July 10, 2018 11:49 AM
To: Donald Mims
Subject: Opportunity to present to the Commission

Mr. Mims,

As the chair of the Board of Directors for the Montgomery Dragon Boat Festival, I'd like to request an opportunity to present to the Commission again this year about the 2018 Dragon Boat Festival, hosted on August 25th. For the last several years, the commission has sponsored the event, allowing the festival to provide boats to the Sheriff's Department as well as the 187th. We would like the chance to share about this year's festival, as well as request support again.

Thank you and I look forward to hearing back from you.

Stephen Woerner

Organizational Trainer and Consultant
Continuing Education
Troy University
615.347.2616 – Cell
334.625.9202 – Work
swoerner@troy.edu

2018 County Time Capsule

Presented during the Opening General Session on
Wednesday, August 22

3:45 PM

- 1. Select one item that best represents your county in 2018**
- 2. Take a photo of your item**
- 3. Select one county representative to drop your item into the County Time Capsule during the Opening General Session at the ACCA Annual Convention**
- 4. Submit the photo of your item, your county representative, and the reason for selecting your item to Jeannie Gaines by 4:30 PM on August 6**

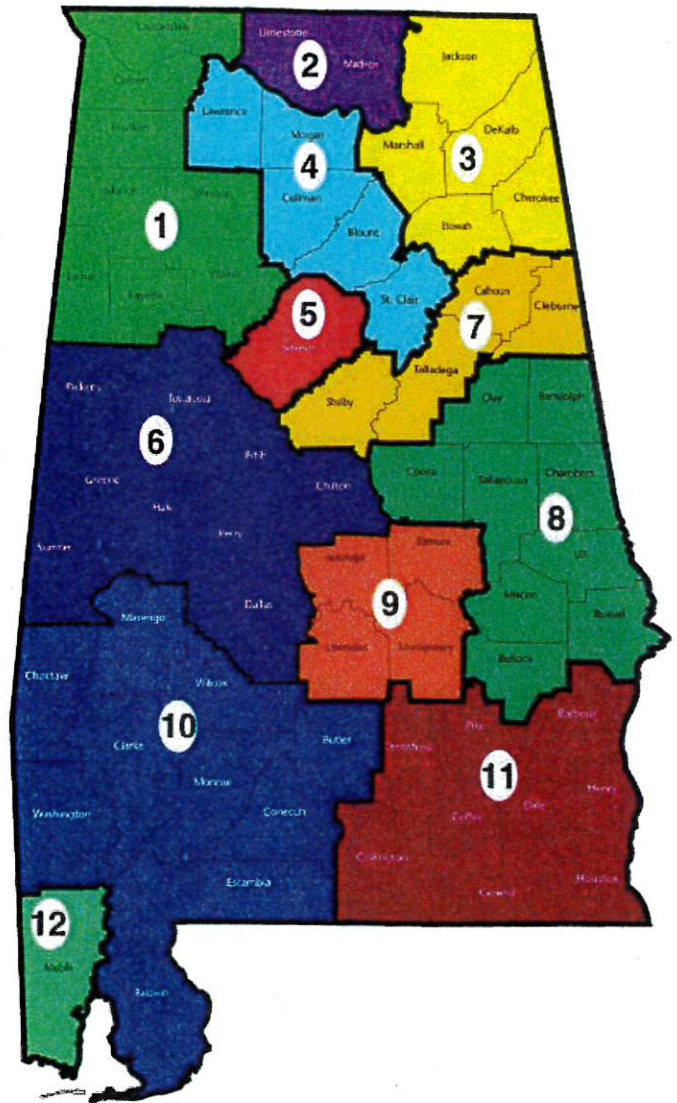
ACCA BOARD OF DIRECTORS

One of the most important elements of the ACCA Annual Convention is the election of the Association's Officers and Board of Directors. The Board of Directors includes a member representative from each district in the state who will serve a one-year term.

Each leader in the Association plays a critical role in the activities of Alabama's county government. Candidates should not seek these offices unless they are willing to make a commitment to be an active and regular participant in Association activities and endeavors. Officers are called upon throughout the year to represent the Association at various events, and it is important that all officers are available to travel to Montgomery when needed. Candidates must also be in compliance with the provisions of Alabama law regarding the mandatory training program for newly-elected county commissioners.

ACCA staff will publish a listing of all district candidates for the Board and Legislative Committee both before and during the Convention. An official ballot will be prepared for each county. Only those who return the form before the deadline will be listed on the ballot.

If you are interested in running for the ACCA Board of Directors, please fill out the form below and email it to Chase Cobb at ccobb@alabamacounties.org by **Thursday, August 9**, 14 days before the Scheduled Business Session at the ACCA Annual Convention.



NAME _____

COUNTY _____

DISTRICT _____

Please email a completed form to
Chase Cobb at ccobb@alabamacounties.org by Thursday, August 9, 2018.

14-1

UPCOMING BIDS/CONTRACT RENEWALS – JULY – SEPTEMBER 2018

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Rebid Date</u>
<u>JULY</u>						
	51901-16B-024	Montgomery County Parks Ground Maintenance	Support Service	Sharpcut Lawn Service	July 31, 2018	July 31, 2019
	52200-14B-024	Commissary & Trust	Detention Facility	Keefe Commissary		July 2, 2018
	53100-14B-030	Landscape-Industrial Park	Engineering	SharpCut Lawn Service		July 17, 2018
<u>AUGUST</u>						
	51901-16B-028	Pest Control Services	County Commission	Safe Guard Pest Control Services	Aug 31, 2018	Aug 31, 2019
	51988-17B-010	Vending Machine Services	County Commission	Buffalo Rock Company	Aug 14, 2018	Aug 14, 2020
	51910-17B-017	Delivery of Election Equipment	Election Center	Pro Movers and Storage		Aug 6, 2020
<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept. 30, 2018	Sept. 30, 2020

UPCOMING BIDS/CONTRACT RENEWALS – JULY – SEPTEMBER 2018

52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford	Sept 30, 2018	Sept 30, 2019
51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC	Sept 7, 2018	Sept 7, 2021
53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast	Sept 30, 2018	Sept 30, 2019
State of Alabama Contract T190	Copy Machine Rental	Support Services	Sharp Electronics		Sept 30, 2019
52601-17P-024	Manage and Operate Community Based Adolescent	Youth Facility	The Bridge, Inc.	Sept 30, 2018	Sept 30, 2020

**MONTGOMERY COUNTY COMMISSION
SHERIFF PROCESS FEE COLLECTION COMPARISON**

Month Deposited	FY 2017 Collections	FY 2018 Collections	Increase (Decrease)	
			Amount	%
OCTOBER	43,772	39,141	(4,631)	-10.58%
NOVEMBER	40,230	36,171	(4,059)	-10.09%
DECEMBER	38,862	36,427	(2,435)	-6.27%
JANUARY	37,116	31,941	(5,175)	-13.94%
FEBRUARY	42,597	44,550	1,953	4.58%
MARCH	40,887	39,285	(1,602)	-3.92%
APRIL	43,801	39,456	(4,345)	-9.92%
MAY	36,639	41,031	4,392	11.99%
JUNE	38,156	52,193	14,037	36.79%
JULY	41,913	38,907	(3,006)	-7.17%
AUGUST	39,546			0.00%
SEPTEMBER	40,122			0.00%
TOTAL	403,973	399,102	(4,871)	-1.21%

YTD Totals 2017

\$483,641

\$399,102

YTD Totals 2016

\$439,869

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018		Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax Total Collections	Amount	%
OCTOBER	3,556,400	3,548,435	68,643	60,678	1.71%
NOVEMBER	3,442,102	3,451,743	62,738	72,379	2.10%
DECEMBER	3,594,253	3,549,387	65,510	20,644	0.57%
JANUARY	4,357,256	4,260,302	92,444	(4,509)	-0.10%
FEBRUARY	3,226,845	3,258,497	109,871	141,523	4.39%
MARCH	3,304,970	3,410,950	75,783	181,763	5.50%
APRIL	4,135,519	3,980,980	71,671	(82,869)	-2.00%
MAY	3,604,052	3,610,696	80,308	86,952	2.41%
JUNE	3,593,426	3,671,591	75,440	153,605	4.27%
JULY	3,756,734				
AUGUST	3,435,784				
SEPTEMBER	3,665,491				
Year to Date	\$32,814,823	\$32,742,581	\$702,408	\$630,166	1.92%

Total YTD 2017 \$43,672,831
Total YTD 2016 \$42,941,719
Total YTD 2015 \$42,229,243

\$32,814,823
\$32,337,881
\$31,776,239

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018		Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount %
OCTOBER	3,576,342	3,568,912	68,643	3,637,555	61,213 1.71%
NOVEMBER	3,488,406	3,527,221	62,738	3,589,959	101,553 2.91%
DECEMBER	3,656,532	3,614,366	65,510	3,679,876	23,343 0.64%
JANUARY	4,378,384	4,288,900	92,444	4,381,344	2,960 0.07%
FEBRUARY	3,236,476	3,280,352	109,871	3,390,222	153,746 4.75%
MARCH	3,417,574	3,457,995	75,783	3,533,778	116,205 3.40%
APRIL	4,318,898	4,011,144	71,671	4,082,814	(236,084) -5.47%
MAY	3,680,847	3,682,441	80,308	3,762,749	81,902 2.23%
JUNE	3,659,662	3,702,601	75,440	3,778,041	118,378 3.23%
JULY	3,801,223				
AUGUST	3,478,806				
SEPTEMBER	3,627,493				
Year to Date	\$33,413,122	\$33,133,931	\$702,408	\$33,836,338	\$423,217 1.27%

Total YTD 2017 \$44,320,643
 Total YTD 2016 \$43,552,955
 Total YTD 2015 \$43,026,884

\$33,413,122
 \$32,638,796
 \$32,293,019

17-2

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

EDUCATION SALES TAX

Month Deposited	FY 2017		FY 2018		Increase (Decrease)	
	1.0% Collections		1.0% Collections		Amount	%
OCTOBER	2,334,564		2,384,646		50,082	2.15%
NOVEMBER	2,290,263		2,306,695		16,432	0.72%
DECEMBER	2,420,203		2,400,495		(19,708)	-0.81%
JANUARY	2,841,070		2,838,370		(2,700)	-0.10%
FEBRUARY	2,139,457		2,158,600		19,143	0.89%
MARCH	2,248,749		2,270,301		21,553	0.96%
APRIL	2,723,361		2,637,722		(85,639)	-3.14%
MAY	2,427,158		2,429,456		2,298	0.09%
JUNE	2,420,872		2,437,243		16,371	0.68%
JULY	2,402,677					
AUGUST	2,248,592					
SEPTEMBER	2,335,523					
Year to Date	\$21,845,696		\$21,863,527		\$17,831	0.08%

Total YTD 2017 \$28,832,488 \$21,845,696
 Total YTD 2016 \$28,751,678 \$21,554,992
 Total YTD 2015 \$28,371,485 \$21,300,158

GASOLINE TAX

	FY 2017		FY 2018		Increase (Decrease)	
	Collections		Collections		Amount	%
	137,536		139,037		1,501	1.09%
	137,661		142,218		4,557	3.31%
	132,410		139,435		7,025	5.31%
	129,222		121,148		(8,074)	-6.25%
	121,033		123,734		2,701	2.23%
	116,222		119,190		2,968	2.55%
	139,250		138,955		(296)	-0.21%
	131,771		140,157		8,386	6.36%
	128,386		142,692		14,307	11.14%
	152,388					
	138,355					
	166,378					
Year to Date	\$1,173,491		\$1,206,566		\$33,074	2.82%

\$1,630,613 \$1,173,491
 \$1,622,822 \$1,201,844
 \$1,613,839 \$1,191,281

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

FY 2017		FY 2018		Increase (Decrease)	
MONTH DEPOSITED	Collections	Collections	Amount	%	
OCTOBER	213,184	231,009	17,824	8.36%	
NOVEMBER	231,791	217,201	(14,590)	-6.29%	
DECEMBER	211,662	206,461	(5,201)	-2.46%	
JANUARY	188,631	187,943	(688)	-0.36%	
FEBRUARY	185,122	194,862	9,740	5.26%	
MARCH	202,694	213,377	10,683	5.27%	
APRIL	252,511	274,212	21,701	8.59%	
MAY	219,103	244,681	25,578	11.67%	
JUNE	240,823	260,783	19,960	8.29%	
JULY	228,679				
AUGUST	229,423				
SEPTEMBER	230,915				
Year to Date	\$1,945,520	\$2,030,528	\$85,008	4.37%	

Total YTD 2017

\$1,945,520

Total YTD 2016

\$2,006,655

Total YTD 2015

\$1,882,154

Lodging Tax

**MAC SIM BUTLER DETENTION FACILITY
225 SOUTH MCDONOUGH STREET
MONTGOMERY, AL 36104**

Statistical Report for June 2018

US Marshal Inmates Received	31
FBOP Inmates Received	170
US Marshal Inmate Carryovers from Previous Month	92
FBOP Inmate Carryovers from Previous Month	20
Total US Marshal Inmate Days	2597
Total FBOP Inmate Days	567
Total Federal Inmate Days	3164

State Inmates Received	340
State Inmate Carryovers from Previous Month	497
Total State Inmates in Facility this Month	837
Total State Carryovers to Next Month	534
Total State Inmate Days	16,162

Total Inmates (State and Federal Combined)	1150
Total Inmate Days (State and Federal Combined)	19,326

* Average Daily Population 644

Total Days Billed to the State	16,162
Amount Charged to the State	\$ 28,283.50
Sheriff's Allowance	\$ 337.50
Total Charged to the State	\$ 28,621.00

Total Spent for Food this Month	\$74,545.20
Amount Over Allowance	\$74,207.70
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.61

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #06-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101				DATE VOUCHER PREPARED 07/03/2018		SCHEDULE NO.
				CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM TO WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
June Jail Bill 06/01/2018 to 06/30/2018	06/30/2018	Non-Medical Transport of Federal Inmates	815	0.545	Mile	444.18
		Montgomery County Jail (See Attached List)	1	0.545		0.28
		Submitted by IGA # 02-11-0009				
		COR: _____				
		PT-4AP-D02- -TRP-				
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL 444.46						
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE	APPROVED FOR		EXCHANGE RATE		DIFFERENCES	
	BY 2		= \$		= \$1.00	
	TITLE				Amount verified; correct for payment	
					(Signature or initials)	
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date) (Authorized Certifying Officer) ² (Title)						
ACCOUNTING CLASSIFICATION						
SOC:25302/2292 1561020XD H52 D02 HDT5001D						
PAID BY \$	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE ³		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	
					TITLE	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

18-2

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #06-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION U.S. Marshals Service One Church Street, Suite A-100 Montgomery, AL 36104 Attn: Debi Brewer (334) 223-3101			DATE VOUCHER PREPARED 07/03/2018		SCHEDULE NO.	
			CONTRACT NUMBER AND DATE		PAID BY USMS M/AL Montgomery	
			REQUISITION NUMBER AND DATE			
PAYEE'S NAME AND ADDRESS [Montgomery County Jail (4AP) 225 South McDonough Street Montgomery, AL 36106 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org] TAX ID# 63-6001653 H02 DUNS # 099839086 IGA # 02-11-0009			DATE INVOICE RECEIVED			
			DISCOUNT TERMS			
			PAYEE'S ACCOUNT NUMBER			
			SHIPPED FROM			TO
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
June Jail Bill 06/01/2018 to 06/30/2018	06/30/2018	Housing of Federal Inmates Montgomery County Jail (See Attached List) Submitted by:  IGA # 02-11-0009 COR: _____ PH-4AP-D02- -HSG-	2597	48	Day	124,656.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE						124,656.00
APPROVED FOR		EXCHANGE RATE	DIFFERENCES			
BY 2		= \$ = \$1.00				
TITLE		Amount verified; correct for payment				
		(Signature or initials)				
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
(Date)		(Authorized Certifying Officer) ²			(Title)	
ACCOUNTING CLASSIFICATION						
SOC:25801 1561020XD H52 D02 HDH5000D						
PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER	ON (Name of bank)	
	CASH	DATE		PAYEE ³		
1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is recopied in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary", or "Treasurer", as the case may be.					PER	
					TITLE	

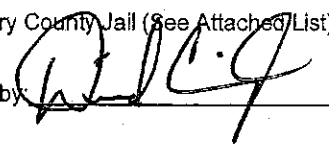
Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

18-3

Standard Form 1034 Revised October 1987 Department of the Treasury 1 TFM 4-2000		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO. Invoice #06-2018	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION Federal Bureau of Prisons-Community Corrections Maxwell AFB-Building 1209 820 Willow Street Montgomery, AL 36112				DATE VOUCHER PREPARED 07/01/2018		SCHEDULE NO. PAID BY FBOP Montgomery
				CONTRACT NUMBER AND DATE		
				REQUISITION NUMBER AND DATE		
PAYEE'S NAME AND ADDRESS Montgomery County Jail 225 South McDonough Street Montgomery, AL 36104 (334) 832-1665 (Corlis Miles) Fax: (334) 265-0990 corlismiles@mc-ala.org TAX ID# 63-6001653 H02 DUNS # 099839086				DATE INVOICE RECEIVED		
				DISCOUNT TERMS		
				PAYEE'S ACCOUNT NUMBER		
				SHIPPED FROM _____ TO _____ WEIGHT _____		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUANTITY	UNIT PRICE COST PER		AMOUNT (1)
June Jail Bill 06/01/2018 to 06/30/2018	06/30/2018	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	567	48 Day		27,216.00
(Use continuation sheet(s) if necessary)						TOTAL
(Payee must NOT use the space below)						27,216.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR _____ BY ² _____ TITLE _____		EXCHANGE RATE = \$ _____ = \$1.00 DIFFERENCES _____ Amount verified; correct for payment (Signature or initials) _____		
Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.						
_____ (Date)		_____ (Authorized Certifying Officer) ²			_____ (Title)	
ACCOUNTING CLASSIFICATION						
PAID BY \$	CHECK NUMBER _____		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER _____	
	CASH _____		DATE _____		ON (Name of bank) _____	
PAYEE ³ _____					PER _____	
TITLE _____					_____	

Previous edition usable

NSN 7540-00-900-2234

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

18-4

THE STATE OF ALABAMA,

Vendor Number

63600165305

Payable to

MCC & Derrick Cunningham

Sheriff of

Montgomery

County.

For feeding prisoners in the jail of said county during the month of

June, 2018

Month						Year		
Date	Total # In Jail	Insane	Juvenile	Federal	Other	# In Jail State	Per Capita	Sheriff's Allowance
1	531					531	\$ 929.25	\$ 11.25
2	529					529	\$ 925.75	\$ 11.25
3	531					531	\$ 929.25	\$ 11.25
4	537					537	\$ 939.75	\$ 11.25
5	532					532	\$ 931.00	\$ 11.25
6	536					536	\$ 938.00	\$ 11.25
7	537					537	\$ 939.75	\$ 11.25
8	531					531	\$ 929.25	\$ 11.25
9	530					530	\$ 927.50	\$ 11.25
10	531					531	\$ 929.25	\$ 11.25
11	538					538	\$ 941.50	\$ 11.25
12	540					540	\$ 945.00	\$ 11.25
13	543					543	\$ 950.25	\$ 11.25
14	554					554	\$ 969.50	\$ 11.25
15	546					546	\$ 955.50	\$ 11.25
16	543					543	\$ 950.25	\$ 11.25
17	537					537	\$ 939.75	\$ 11.25
18	547					547	\$ 957.25	\$ 11.25
19	538					538	\$ 941.50	\$ 11.25
20	541					541	\$ 946.75	\$ 11.25
21	543					543	\$ 950.25	\$ 11.25
22	539					539	\$ 943.25	\$ 11.25
23	545					545	\$ 953.75	\$ 11.25
24	543					543	\$ 950.25	\$ 11.25
25	545					545	\$ 953.75	\$ 11.25
26	548					548	\$ 959.00	\$ 11.25
27	545					545	\$ 953.75	\$ 11.25
28	539					539	\$ 943.25	\$ 11.25
29	528					528	\$ 924.00	\$ 11.25
30	535					535	\$ 936.25	\$ 11.25
31	0					0	\$ -	\$ -
Total	16162	0	0	0	0	16162	\$ 28,283.50	\$ 337.50

Amount Chargeable to the State (0900-14) \$ 28,283.50

SSN: Sheriff's Allowance (0900-31) \$ 337.50

Total Amount \$ 28,621.00

Affadavit of the Sheriff before Notary Public

The State of Alabama

Montgomery

County

Before me

MCC & Derrick Cunningham

makes oath that the within account for
that no part here of has been paid.

Sworn to and subscribe before me this

3rd

28621.00

day of

Paul C. F.
Sheriff Signature

[Signature]
Notary Public Signature

Dollars is correct and

18-5

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

July 10, 2018

MEMORANDUM

TO: Members of the Montgomery County Community Punishment
and Corrections Authority Board

FROM: Paul H. Brown – Executive Director

SUBJECT: Activity and Fiscal Report for June, 2018

Enclosed/Attached, please find the Activity and Fiscal reports for June, 2018. Collections/Reimbursements continue to show a gradual increase, especially for the Felony Jail/Prison Caseloads. The significant reduction in the Misdemeanor Probation Caseloads (down 20 cases) was mostly attributable to Judge Troy Massey retiring and closing out some cases where the offenders had met their financial obligations to the Court.

Please take note of the next regular scheduled meeting of the Montgomery County Community Punishment and Corrections Authority Board. This meeting is set for Tuesday, August 14, 2018, at 4:30 p.m. in the Montgomery County Commissioners Conference Room, first floor, Montgomery County Annex III Building.

Attachments:

Fiscal and Activity Reports for June, 2018

PAUL BROWN - EXECUTIVE DIRECTOR

(334) 832-7730 • FAX (334) 832-7176

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

19-1

Community Corrections Census & Fiscal Report

PROGRAM TYPE:	Oct 17	Nov 17	Dec 17	Jan 18	Feb 18	Mar 18	Apr 18	May 18	June 18	July 18	Aug 18	Sept 18	TOTAL
-County Probation Offenders	190	199	204	184	184	195	185	161	141	0	0	0	
-Fees Collected	195.00	306.50	550.00	200.00	415.00	340.00	200.00	230.00	285.00	0	0	0	\$2,720.50
-Pre-Trial/Release Participants (Jail Bed - Days Saved)	37	40	36	36	37	32	32	39	44	0	0	0	
-Fees Collected	1157	1140	1178	1178	1022	1069	982	1111	1207	0	0	0	\$3,580.00
-Drug Court Offenders	654.00	250.00	160.00	865.00	220.00	515.00	498.00	320.00	398.00	0	0	0	
-Fees Collected	1,837.00	1,320.00	2,305.00	2,170.00	2,330.00	2,515.00	2,485.00	2,795.00	2,530.00	0	0	0	\$20,837.00
-Jail/Prison Diversion Offenders	158	151	156	157	159	170	174	166	181	0	0	0	
-Fees Collected	2,168.50	1,890.00	2,180.00	2,209.00	2,675.00	2,288.00	2,412.50	2,470.00	2,635.00	0	0	0	\$20,926.00
-Ant. Billed to AL Dept. of Corrections	29,400.00	25,350.00	31,500.00	33,975.00	30,200.00	35,180.00	39,060.00	34,135.00	35,905.00	0	0	0	\$295,845.00
-Electronic Monitoring Offenders	0	0	0	0	0	0	0	0	0	0	0	0	
-Fees Collected	228	186	124	239	217	241	257	288	225	0	0	0	\$0.00
-Drug Screenings	1,340.00	1,370.00	1,140.00	1,440.00	1,535.00	1,395.00	1,570.00	1,700.00	1,725.00	0	0	0	\$13,315.00
-E.V.E.N. DV Program Enrolled	91	94	92	88	91	90	87	88	90	0	0	0	
-Fees Collected	1,095.00	1,050.00	855.00	1,100.00	1,070.00	1,775.00	1,440.00	1,285.00	1,145.00	0	0	0	\$10,935.00
-Other Fees Collected	215.00	80.00	140.00	250.00	200.00	320.00	195.00	180.00	180.00	0.00	0.00	0.00	\$1,690.00
TOTAL FEES: (15-16 FY)	\$ 36,904.50	\$ 32,165.50	\$ 38,940.00	\$ 42,019.00	\$ 38,795.00	\$ 44,326.00	\$ 47,850.50	\$ 43,035.00	\$ 45,801.00	\$ 0	\$ 0	\$ 0	\$ 369,845.00
Prior Year Fees (Comparison):	\$42,567.00	\$39,865.00	\$44,382.00	\$42,946.00	\$38,838.00	\$38,355.00	\$34,919.50	\$36,340.35	\$40,145.00	\$38,932.50	\$41,277.00	\$39,203.00	
TOTAL POPULATION SERVED:	494	500	507	496	490	502	504	499	490	0	0	0	
(Population at end of Reporting Month)	467	484	451	445	462	448	437	443	463	483	526	517	
-Community Service Participants (Community Service Hours)	20	25	25	25	26	21	22	26	21	0	0	0	
-Value of Labor at \$7.25 per Hr. (Minimum Wage)	1,397.50	1,812.50	1,812.50	1,812.50	1,875.00	1,512.50	1,597.50	1,875.00	1,512.50	0	0	0	\$12,445.01

Drug Court	AL D.O.C.	Client Fees	EVEN
\$32,650.00	\$380,460.00	\$88,740.00	\$28,150.00
\$20,837.00	\$255,845.00	\$40,841.50	\$10,835.00
\$11,813.00	\$84,615.00	\$48,098.50	\$17,315.00

\$369,848.50
 \$358,534.45
 \$11,314.05 +

Total Projected Fees from All Other Sources* \$510,000.00
 Target Amount expected to be collected/billed by date \$382,500.00 Target Percent 75.00%
 Total Collected/Billed to date \$369,848.50 % of Goal Collected/Billed to date 75.52%
 Difference from Anticipated Revenue to Date: + or - \$12,651.50
 *Other than from County Appropriations

Budget Allocation (Anticipated Revenue)
 Total Amount Collected/Billed to Date
 Balance (of anticipated revenue)

Revenue Comparison to Prior Year
 Current FY Year to Date Total
 Prior Year to Date
 Difference From Prior Year

Montgomery County Community Corrections

Revenue Received or Billed
FY 2017-2018 (October 2017 - September 2018)

MONTH/YR	DRUG COURT FEES	ALL DRUG COURT DRUG SCREENING FEES	PROBATION SUPERVISION FEES	JAIL/PRISON DIVERSION FEES	PRE-TRIAL RELEASE FEES	DRUG SCREENING FEES	ELECTRONIC MONITORING FEES	EVEN PROGRAM FEES	SUBTOTAL (FEES)	OTHER MONIES COLLECTED	AL DEPT. OF CORRECTIONS (Cell Phone Overhead)	ADOC BILLING STATUS	MONTHLY TOTALS
Oct-17	\$1,837.00	\$965.00	\$194.00	\$2,168.50	\$654.00	\$375.00		\$1,095.00	\$7,289.50	\$215.00	\$29,400.00	R	\$36,904.50
Nov-17	\$1,820.00	\$1,050.00	\$305.50	\$1,890.00	\$250.00	\$320.00		\$1,060.00	\$6,695.50	\$80.00	\$25,390.00	R	\$32,165.50
Dec-17	\$2,305.00	\$975.00	\$550.00	\$2,180.00	\$160.00	\$165.00		\$865.00	\$7,200.00	\$140.00	\$31,600.00	R	\$38,940.00
Jan-18	\$2,170.00	\$1,200.00	\$200.00	\$2,209.00	\$565.00	\$240.00		\$1,100.00	\$7,784.00	\$260.00	\$33,975.00	R	\$42,019.00
Feb-18	\$2,380.00	\$1,580.00	\$415.00	\$2,575.00	\$220.00	\$255.00		\$1,070.00	\$8,395.00	\$200.00	\$30,200.00	R	\$38,795.00
Mar-18	\$2,515.00	\$1,275.00	\$340.00	\$2,286.00	\$515.00	\$120.00		\$1,775.00	\$8,826.00	\$320.00	\$35,180.00	B	\$44,326.00
Apr-18	\$2,485.00	\$1,385.00	\$200.00	\$2,472.50	\$498.00	\$205.00		\$1,440.00	\$8,603.50	\$195.00	\$39,060.00	R	\$47,860.50
May-18	\$2,795.00	\$1,460.00	\$230.00	\$2,470.00	\$320.00	\$240.00		\$1,285.00	\$8,800.00	\$100.00	\$35,960.00	B	\$42,860.00
Jun-18	\$2,530.00	\$1,500.00	\$285.00	\$2,635.00	\$398.00	\$225.00		\$1,145.00	\$8,718.00	\$180.00	\$36,905.00	B	\$45,803.00
Jul-18									\$0.00				\$0.00
Aug-18									\$0.00				\$0.00
Sep-18									\$0.00				\$0.00
TOTALS:	\$20,837.00	\$11,170.00	\$2,720.50	\$20,926.00	\$3,680.00	\$2,145.00	\$0.00	\$10,835.00	\$72,313.50	\$1,690.00	\$295,670.00		\$369,673.50

* "R" Denotes Payment Received and "B" Denotes Payment Billed.

19-3



Budget Performance Report

Fiscal Year to Date 06/30/18

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget - YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 124	Community Corrections Fund										
REVENUE											
Department 40000 - Non Dept											
44220	Drug Court Revenue	32,650.00	.00	32,650.00	4,570.00	.00	33,318.50	(668.50)	102	38,079.50	
44220	Alabama Dept of Corrections	360,460.00	.00	360,460.00	.00	.00	153,875.00	176,585.00	51	375,960.00	
45608	Client Fees-Comm Corr Programs	88,740.00	.00	88,740.00	4,863.00	.00	40,716.50	48,023.50	46	61,402.95	
45609	Client Fees-Other	28,150.00	.00	28,150.00	.00	.00	.00	28,150.00	0	.00	
47103	Interest on Checking	.00	.00	.00	.00	.00	7.02	(7.02)	+++	1472	
Department 40000 - Non Dept Totals											
		\$510,000.00	\$0.00	\$510,000.00	\$9,433.00	\$0.00	\$257,917.02	\$252,082.98	51%	\$475,477.17	
REVENUE TOTALS		\$510,000.00	\$0.00	\$510,000.00	\$9,433.00	\$0.00	\$257,917.02	\$252,082.98	51%	\$475,477.17	
EXPENSE											
Department 52960 - Community Corrections											
110	Salaries	545,581.00	(2,050.00)	543,531.00	38,572.61	.00	363,421.71	180,109.29	67	504,593.58	
113	Overtime	500.00	.00	500.00	.00	.00	.00	500.00	0	78.51	
115	Extra Help	510.00	3,590.00	4,100.00	1,033.12	.00	2,492.60	1,607.40	61	9,409.50	
121	Retirement	58,287.00	.00	58,287.00	4,127.27	.00	38,679.08	19,607.92	66	51,929.40	
122	Health Insurance	96,756.00	.00	96,756.00	6,597.00	.00	63,404.50	33,351.50	66	86,901.00	
123	Life Insurance	1,017.00	.00	1,017.00	78.37	.00	702.95	314.05	69	891.82	
124	Social Security	41,748.00	.00	41,748.00	2,772.57	.00	26,296.88	15,451.12	63	36,368.87	
125	Workers Compensation	5,462.00	.00	5,462.00	385.76	.00	3,634.57	1,827.43	67	4,939.57	
171	Dues and Membership Fees	600.00	(395.00)	205.00	.00	.00	205.00	.00	100	540.00	
206	Drugs and Medical Supplies	24,000.00	2,300.00	26,300.00	.00	2,796.80	20,055.61	3,447.59	87	23,478.82	
211	Office Supplies/Minor Equipment	12,000.00	2,450.00	14,450.00	1,407.94	455.22	10,350.15	3,644.63	75	9,780.12	
212	Fuels and Lubricants	4,870.00	.00	4,870.00	400.57	.00	3,226.08	1,643.92	66	3,683.43	
219	Other Miscellaneous Supplies	1,335.00	.00	1,335.00	67.32	48.30	1,209.32	77.38	94	642.42	
223	Copy Machine Rental	3,960.00	.00	3,960.00	317.41	.00	2,773.37	1,186.63	70	3,693.09	
234	Repair & Maintenance Motor Vehic	7,550.00	(2,100.00)	5,450.00	.00	135.45	1,182.28	4,132.27	24	3,613.92	
244	Electricity	6,600.00	1,000.00	7,600.00	751.04	.00	5,080.69	2,519.31	67	6,981.48	
246	Water and Sewer	500.00	.00	500.00	36.28	.00	322.36	177.64	64	422.88	
251	Telephone	2,150.00	250.00	2,400.00	194.98	.00	1,595.32	804.68	66	1,878.35	
252	Postage	500.00	250.00	750.00	54.31	.00	494.34	315.66	58	592.32	
255	Cellular Service	3,600.00	.00	3,600.00	559.50	.00	2,518.80	1,081.20	70	3,414.28	
260	Travel - Mileage	200.00	.00	200.00	.00	.00	.00	200.00	0	.00	
265	Travel - Registration & Training	10,700.00	(1,950.00)	8,750.00	.00	.00	2,385.62	6,364.38	27	9,304.97	
304	Contract Services	36,500.00	(2,595.00)	33,905.00	3,076.25	.00	21,302.63	12,602.37	63	34,009.23	
305	Legal Services	3,500.00	.00	3,500.00	.00	.00	.00	3,500.00	0	950.00	
307	Professional Services	5,500.00	(750.00)	4,750.00	.00	.00	4,550.00	.00	100	4,750.00	
497	Year End Adjustments/Actuals	.00	.00	.00	.00	.00	.00	.00	+++	(265.10)	
551	Motor Vehicles	17,000.00	.00	17,000.00	.00	.00	33,596.00	(16,596.00)	198	.00	
Department 52960 - Community Corrections Totals											
		\$890,726.00	\$0.00	\$890,726.00	\$60,452.30	\$3,435.77	\$609,419.86	\$277,870.37	69%	\$802,582.46	
EXPENSE TOTALS		\$890,726.00	\$0.00	\$890,726.00	\$60,452.30	\$3,435.77	\$609,419.86	\$277,870.37	69%	\$802,582.46	

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Budget Performance Report

Fiscal Year to Date 06/30/18

Include Rollup Account and Rollup to Account

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	YTD Transactions	Budget YTD Transactions	% Used/Rec'd	Prior Year Total
Fund 124 - Community Corrections Fund Totals											
REVENUE TOTALS		510,000.00	.00	510,000.00	9,433.00	.00	.00	257,917.02	252,082.98	51%	475,477.17
EXPENSE TOTALS		890,726.00	.00	890,726.00	60,452.30	3,435.77	3,435.77	609,419.86	277,870.37	69%	802,582.46
Fund 124 - Community Corrections Fund Totals		(\$380,726.00)	\$0.00	(\$380,726.00)	(\$51,019.30)	(\$3,435.77)	(\$3,435.77)	(\$351,502.84)	(\$257,870.39)		(\$327,105.29)
Grand Totals											
REVENUE TOTALS		510,000.00	.00	510,000.00	9,433.00	.00	.00	257,917.02	252,082.98	51%	475,477.17
EXPENSE TOTALS		890,726.00	.00	890,726.00	60,452.30	3,435.77	3,435.77	609,419.86	277,870.37	69%	802,582.46
Grand Totals		(\$380,726.00)	\$0.00	(\$380,726.00)	(\$51,019.30)	(\$3,435.77)	(\$3,435.77)	(\$351,502.84)	(\$257,870.39)		(\$327,105.29)

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Montgomery County Community Corrections
Monthly Activity Report for
June, 2018

1. COUNTY PROBATION

A. Offenders actively reporting at the start of the month	74
B. Offenders placed on Probation this month	7 (+)
C. Delinquencies filed this month	0
D. Active Delinquencies this month (within 2 years)	81 (+)
E. Number of offender cases closed this month	21 (-)
F. Number of office contacts this month	60
G. Number of Field Contacts this month	41
H. Number of Intake Risk/Needs Assessments	
I. Number of Case Plans completed	
J. Number of Offenders at end of the month	141
Probation Fees Collected	\$285.00

2. COMMUNITY SERVICE

A. Participants at the start of the month	26
B. Number interviewed for placement	14
C. Number placed on Community Service	2 (+)
D. Number failed Community Service	5 (-)
E. Number successfully completed this month	2 (-)
F. Number of office contacts this month	26
G. Number of field contacts this month	0
H. Number of Community Service Hours Performed	118
I. Number of participants at the end of the month	21
J. Value of Community Service Labor at \$7.25 per hr.	\$855.50

3. DRUG COURT

A. Offenders at Start of the month	25
B. Number of new applicants	7
C. Number of offenders staffed - including carry-over	5
D. Number of offenders completing orientation	3
E. Number of offenders placed in Drug Court this month	2 (+)
F. Number placed on AWOL status this month	1 (-)
G. Number referred to residential treatment this month	0 (-)
H. Number placed on Medical/Hold status this Month	0 (-)
I. Number of offenders successfully completed	2 (-)
J. Number returned from Residential status this month	0 (+)
k. Number returned from AWOL status this month	2 (+)
L. Number returned from Medical Hold Status	0 (+)
M. Number of offenders Terminated this month	2 (-)
N. Number of Office and Drug Testing Contacts	221
O. Number of field contacts this month	0
P. Number of offenders at end of month	24
Drug Court Fees Collected	\$2,530.00

4. JAIL & PRISON DIVERSION

A.	Total Participants at the start of the month	189
	Active Reporting	148
	Active Escaped	31
	Active In Custody	12
	Active Other	3
B.	Number of delinquencies at the start of this month	13
C.	Number of offenders interviewed for placement	15
D.	Number placed on Jail/Prison diversion this month	9 (+)
E.	Number revoked or removed this month	5 (-)
F.	Number successfully completed this month	2 (-)
G.	Number of office contacts this month	146
H.	Number of field contacts this month	50
I.	Number of delinquencies filed this month	4
J.	Number of warrants issued this month	3
K.	Number of Intake Risk/Needs Assessments	8
L.	Number of Risk/Needs Reassessments	14
M.	Number of Supervision Plans completed	29
N.	Number of offenders at end of month	191
	Offender Supervision Fees Collected	\$2,635.00
	Jail/Prison Diversion Fees Billed to ADOC	\$36,905.00
	Total Fees =	\$39,540.00

5. PRE-TRIAL RELEASE (ROR)

A.	Participants at the start of the month	40
B.	Number of inmates interviewed	28
C.	Completed ROR reports presented to the Court	27
D.	ROR Reports pending Court Action at end of month	6
E.	Number placed on ROR this month	14 (+)
F.	Number presented and denied ROR by the Court	5
G.	Number of inmates who refused ROR this month	0
H.	Number who failed ROR this month	8 (-)
I.	Number of successful ROR completions this month	2 (-)
J.	Number of office contacts this month	78
K.	Number of ROR participants at the end of the month	44
L.	Number of Jail/Detention bed-days saved this month	1207
	Pre-Trial Release Fees Collected	\$398.00

6. DRUGLAB DRUG SCREENS

A. Prison/Jail Diversion	22
B. Pre-Trial Release (ROR)	17
C. Drug Court	161
D. County Probation	0
E. Other/MHC/Out of County	12
F. Pre-Trial Diversion	13
G. Monthly Drug Screen Total	225
Drug Screening Fees Collected	\$1,905.00

7. GPS ELECTRONIC MONITORING

A. Number of offenders at start of the month	
B. Number of offenders placed this month	(+)
C. Violations resulting in Violation Reports filed	
D. Cases closed this month	(-)
E. Number of office contacts this month	
F. Number of field contacts this month	
G. Number of Offenders on program at end of month	0
Electronic Monitoring Fees Collected	\$0.00

8. E.V.E.N. Domestic Violence Program

A. New Referrals	2
B. Completed Referrals	2
C. Individuals actively enrolled in program	90
D. Class sessions conducted this month	21
E. Continuing Care Sessions this month	1
F. Orientation Sessions this month	1
G. Intake Sessions this month	1
EVEN Fees Collected	\$1,145.00

TOTAL FEES COLLECTED or BILLED **\$45,803.00**