

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

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Information pertaining to the September 16, 2019
Montgomery County Commission Regular Meeting

The Commission meeting will be held on Monday, September 16, 2019, at 8:00 a.m. The Formal Session will begin at 9:30 a.m. **We have many topics to discuss at the meeting and may have to work after the Formal Session.**

The Montgomery County Commission meeting on October 7, 2019 will be held at the Montgomery County Activity Center, 147 Old School House Road, Grady, Alabama. The information session will begin at 4:00 p.m., followed by the formal session at 5:30 p.m.

At the last Commission meeting, you requested Dr. A.Z. Holloway, Chairman of the Joint Public Charity Hospital Board, to meet with you. He is to provide a briefing regarding services that their board provides. Due to a scheduling conflict he will not be able to meet with us until the October 7, 2019 meeting.

On September 6, 2019, the Board of Directors of the Montgomery County Community Cooperative District held their first meeting. Leslie Sanders was elected Chairman, Jonathan Avant was elected Vice Chairman and I was elected Secretary. I will keep you informed as the board works issues.

At the conclusion of the Formal Session of the County Commission meeting on Monday, you will need to convene a Special Call Meeting of the Montgomery County Emergency Management Communications District Board to approve the 2019-2020 Budget.

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

A COUNTY OLDER THAN THE STATE

1. County Commission Information Session Schedule for September 16, 2019

Waived Rules Items to Consider for Monday, September 16, 2019

2. Consider Authorization of Digital Information Cooperative Agreement with the Alabama Department of Transportation regarding the 2018-2019 Countywide Aerial Photography Project, GIS & Cadastral Mapping Department
3. Consider Authorization of Montgomery Public Schools Standard Lease/Rental Agreement with the Montgomery County Board of Education for the Montgomery Public Schools Arboretum, Subject to the changes recommended by County Attorney Thomas T. Gallion, III, County Commission **(The proposed Arboretum Fall Schedule is from September 17 – October 9, 2019)**
4. Consider Authorization of Cyber Liability Insurance with Axis Specialty, Secured through Assured Partners, Risk Management
5. Consider Authorization of Contract Agreement with the Montgomery Area Chamber of Commerce regarding the Development of a 30 Second Television Spot and a One (1) Minute Spot for Social Media to Share the Story of Montgomery County in the Amount of \$7,500 and Related Budget Change Request from Fund Balance, County Commission

Items to Consider for the Monday, October 7, 2019 Montgomery County Commission Regular Meeting Agenda

6. Consider Authorization to Pursue the Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program Grant, Sheriff's Office
7. Consider Authorization of Renewal Amendment to IncomeWorks Software License Agreement with Assessment Advisors, LLC, for Web Based Software, Appraisal Department
8. Consider Authorization of Montgomery County Property Tax Administration System Software Professional Services Agreement – Software Consultation and Customization with E-Ring, Inc., to Purchase the Capture PP Mobile Software, Appraisal Department
9. Consider Authorization of Bid Award to Foley Products Company for Concrete Pipe, Class III and Class IV and to Alabama Pipe and Supply Company, Inc., for 3:1 Bevel Cut Paris and the Polyethylene Life Hole Plugs, Bid Number 53000-19B-027, Engineering Department
10. Consider Authorization of Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software, County Commission

11. Consider Authorization of Bid Award to Borden Dairy of Alabama for Milk and Juice Products, Bid Number 52603-19B-030, Youth Facility

Personnel Action Items

12. Consider Authorization to Hire a Payroll and Benefits Assistant at Pay Grade A4, Step 3 (\$30,795), Finance Department
13. Consider Authorization of Position Fill Request for County Road Equipment Operator I, Position Number 620551016, Engineering Department

General Information

14. Copy of Current Contract Agreement with United Community Improvement Association, Inc., in the Amount of \$4,687 for Tutorial Program for Disadvantaged Youth. In the 2001-2002 Budget, their appropriation was \$10,000.
15. Copy of Brochure regarding The Dannon Project
16. Copy of Email from Commissioner Harris recommending the appointment of Carey L. Owens, Jr., to the Joint Public Charity Hospital Board and alternatively to the City-County Personnel Board
17. Copy of Memorandum regarding Board Member Appointments to the Joint Public Charity Hospital Board
18. Copy of Memorandum regarding Board Member Appointment to the Personnel Board
19. Copy of Memorandum regarding Board Member Appointments to the Southeast Alabama Emergency Medical Services Council, Inc.
20. Copy of Letter from Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce regarding an Executive Session concerning a Commerce or Trade Matter
21. Copy of Schedule of Upcoming Bids/Contract Renewals for 2019
22. Copies of Revenue Reports for August 2019 from Tax and Audit Department
23. Copy of Population Report for August 2019 for the Mac Sim Butler Detention Facility

If you have any questions, please contact me.

Attachments

DLM/tn

COUNTY COMMISSION
INFORMATION SESSION SCHEDULE
FOR
SEPTEMBER 16, 2019

- 8:00 a.m. Prayer and Administrator's Briefing regarding the Agenda and Scheduled Attendees
- 8:10 a.m. Sheriff Derrick Cunningham – Presentation requesting to Pursue the Reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program Grant **(Future Agenda Item 6)**
- 8:15 a.m. Finance Director Sherrill Thomas – Presentation requesting to Hire a Payroll and Benefits Assistant at Pay Grade A4, Step 3 (\$30,795) **(Personnel Action Item 12)**
- 8:20 a.m. Chief Appraiser Clay Henley – Presentation regarding Renewal Amendment to IncomeWorks Software License Agreement with Assessment Advisors, LLC, for Web Based Software **(Future Agenda Item 7)** and the Montgomery County Property Tax Administration System Software Professional Services Agreement – Software Consultation and Customization with E-Ring, Inc., to Purchase the Capture PP Mobile Software **(Future Agenda Item 8)**
- 8:25 a.m. GIS & Cadastral Mapping Manager Todd Grant – Presentation regarding Digital Information Cooperative Agreement with the Alabama Department of Transportation regarding the 2018-2019 Countywide Aerial Photography Project **(Waived Rules Item 2)**
- 8:30 a.m. Parks & Recreation Director James Williams and Montgomery County Extension Service Coordinator Jimmy Smitherman – Presentation regarding the Montgomery Public Schools Standard Lease/Rental Agreement with the Montgomery County Board of Education for the Montgomery Public Schools Arboretum **(Waived Rules Item 3)**
- 8:35 a.m. Chief Information and Technology Officer Lou Ialacci – Update regarding Information Systems
- 8:40 a.m. Director of Risk Management Holly Leverette – Presentation regarding Cyber Liability Insurance with Axis Specialty, Secured through Assured Partners **(Waived Rules Item 4)**
- 8:45 a.m. County Engineer George Speake – Presentation regarding a Bid Award to Foley Products Company for Concrete Pipe, Class III and Class IV and to Alabama Pipe and Supply Company, Inc., for 3:1 Bevel Cut Paris and the Polyethylene Life Hole Plugs **(Future Agenda Item 9)** and Position Fill Request for County Road Equipment Operator I, Position Number 620551016 **(Personnel Action Item 13)**
- 8:50 a.m. Manager of Public Affairs Hannah Hawk – Presentation regarding Contract Agreement with the Montgomery Area Chamber of Commerce regarding the Development of a 30 second Television spot and a One (1) Minute Spot for Social

Information Session Schedule for
September 16, 2019 (Continued)

Media to Share the Story of Montgomery County in the Amount of \$7,500 and Related Budget Change Request (**Waived Rules Item 5**) and Services Agreement with Diligent Corporation for the iCompass Meeting Manager Pro Software (**Future Agenda Item 10**)

- 8:55 a.m. Reverend Al Dixon, Jr., with RESTOR, Inc. – Presentation regarding the Organization (**On 5/1/19, the Commission appropriated \$5,000 from Designated Revenue; on 4/22/19, Chairman Dean appropriated \$2,000; and the organization received \$5,000 for the 2018-2019 Budget Year**)
- 9:00 a.m. President Calvin Salery with the United Community Improvement Association, Inc. – Presentation regarding the Organization (**General Information Item 14**)
- 9:05 a.m. Executive Director Kerri Pruitt and Educational Specialist Metara Austin with The Dannon Project – Presentation regarding the Organization (**General Information Item 15**)
- 9:10 a.m. Juvenile Detention Director Brandi Alexander – Presentation regarding Health Services for the Youth Facility
- 9:15 a.m. Senior Vice President of Corporate Development Ellen G. McNair with the Montgomery Area Chamber of Commerce – Executive Session regarding a Commerce and Trade Matter (**General Information Item 20**)
- 9:30 a.m. Formal Session
- 10:00 a.m. Adjourn

September 16, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Todd Grant
GIS & Cadastral Mapping Manager

SUBJECT: Digital Information Cooperative Agreement

Attached hereto, please find the Digital Information Cooperative Agreement with the Alabama Department of Transportation. Acceptance of the agreement will bring a grant of \$10,000 to be applied towards the 2018/2019 countywide aerial photography project.

As the grant is time sensitive, I am requesting to waive rules for the approval of the Digital Information Cooperative Agreement with the Alabama Department of Transportation.

RTG

Attachment



ALABAMA DEPARTMENT OF TRANSPORTATION

1409 Coliseum Boulevard
Montgomery, Alabama 36110

Telephone: 334.242.6311



Kay Ivey
Governor

July 29, 2019

John R. Cooper
Transportation Director

Montgomery County Courthouse
Revenue Commission
P. O. Box 1667
Montgomery, Al 36102-1667

Attention: Janet Buskey

RE: Mapping Agreement

Ms. Buskey,

Attached please find a copy of our Digital Information Cooperative Agreement. The total grant amount for this agreement is \$12,500. The Alabama Department of Transportation (ALDOT) will provide \$10,000.00 (80%) of these funds with the remaining \$2,500 (20% match) coming from the funds the county is utilizing for this project.

Please review these documents thoroughly. If Montgomery County is in acceptance of these terms, please complete, notarize, and return the Agreement, the Resolution, and the Estimate of Expenditures to this office, Attn: Katrina M. Faison.

If you have any questions or need any further clarification, please feel free to contact Katrina Faison at (334) 242-6571 or John Russell at (334) 242-6405.

Sincerely,

Steven E. Walker, PE
State Design Engineer

BY:


Brian R. Ingram, PE/PLS
Location Engineer

SEW /BRI/kmf
Attachment

C: Todd Grant
File

ALABAMA DEPARTMENT OF TRANSPORTATION

COUNTY COMMISSION of MONTGOMERY COUNTY
Governing Board

ESTIMATE OF WORK PERFORMED AND EXPENDITURES

Location: MONTGOMERY, AL Project Number: SPR 0001 (062)

For Period as Listed From: 1/15/2019 to 9/30/2019 Estimate No.: 1F
Invoice Date: _____ Invoice No. 5168842062-01F

Description of Work	Unit	Unit Price	This Month		To Date	
			Quantity	Amount	Quantity	Amount
ACQUISITION OF 1"= 100' SCALE OF DIGITAL ORTHO-PHOTOGRAPHY AND UPDATED MAPPING OF COUNTY						\$12,500.00
Total Construction Cost						\$12,500.00
Less % Retainage						
Sub Total						
Plus Eng. & Insp.	Previous	Current	To Date			
Preliminary Engineering						
Construction Engineering						
Total Eng. & Insp.						
Total Construction & Engineering Cost						\$12,500.00
Less Previous 20% Payment(s) by County						\$2,500.00
Less Deduction(s)						
Net Amount of Current Participation						
Amount Claimed 80%						\$10,000.00

I certify this estimate to be correct, due and unpaid.

We hereby accept this estimate as being correct, due and unpaid.

Authorized County Official

STATE OF ALABAMA County of _____
Sworn and Subscribed to before me this _____ day of _____
2019 .

Final Estimate Only

Approved: _____

State Design Engineer

Notary of Public

DIGITAL INFORMATION COOPERATIVE AGREEMENT

The Digital Information Cooperative Agreement (hereinafter referred to as Agreement) is entered into as of the ____ day of _____, 2019 by and between the Montgomery County Commission, (hereinafter referred to as COUNTY), and the Alabama Department of Transportation (ALDOT) (hereinafter jointly referred to as PARTIES).

RECITALS

WHEREAS, the COUNTY maintains a Geographic Information System that contains a significant variety of digital land information that is used in the daily operation of numerous departments supporting the constituents of Montgomery County;

WHEREAS, the COUNTY has entered into a contract to acquire new digital ortho-photography and updated mapping for the entire County.

WHEREAS, the ALDOT maintains information concerning the planning and maintenance of a statewide system of transportation corridors for the State of Alabama;

WHEREAS, it has been determined that each of the agencies maintain some information that is similar and overlapping;

WHEREAS, the ALDOT has a need for the digital ortho-photography and mapping for its use and that it is in the best interest of the constituents of these jurisdictions that a cooperative agreement be established to share the costs of development and maintenance of some of these similar data elements; and

NOW THEREFORE, the PARTIES hereto, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, do hereby agree as:

Section 1. Contributions and Responsibilities

1.01 Definitions. As used herein the following terms shall have the meaning ascribed to them:

- (a)** "Specifications" shall mean those specifications required by the Alabama Department of Revenue's Property Tax Division "Specifications for Property Ownership Maps, GIS/Computer Assisted Property Tax Mapping and Aerial Photography (ADV-25)" document dated November 2004.
- (b)** "Data Set" shall mean the digital and non-digital information, databases, calculations, and products developed or placed to support the 2019 computerized mapping project.

1.02 The County has entered into a contract in the approximate amount of \$ 479,086 to acquire 1"=100' scale digital ortho-photography and updated mapping and planimetrics of the County. The aerial photography and resulting data will be collected in accordance with

the Alabama Department of Revenue's Property Tax Division "Specifications" Under the ALDOT State Planning and Research Annual Work Program, a Federal Highway Administration (FHWA) grant is being awarded to the COUNTY. The terms of the grant are as follows:

- (a) This agreement is for federal grant in the amount of **\$12,500** to be applied toward the completion of the 2019 photography and mapping project. Payment shall be made to the COUNTY within 90 days of receipt of the supporting documentation showing progress payments paid to the contractor..
- (b) This grant requires a 20% cost share to be paid by the COUNTY. ALDOT will be responsible for providing 80% (**\$10,000**) and the county will provide the remaining 20% (**\$2,500**) cost share toward the grant. The COUNTY will be responsible for funding the balance of the project cost. -
- (c) The COUNTY shall provide the ALDOT a copy of their 2019 Consultant contract with Eagle View.
- (d) The COUNTY shall provide the ALDOT a copy of the "Data Set" and all deliverables generated from the County's 2019 photography contract.
- (e) **As a member of the Alabama Geographic Information Executive Council, ALDOT shall make the resulting data available to other State and Federal Agencies for their business purposes.**

This grant is listed under the Catalog of Federal Domestic Assistance (CFDA) 20.205 – Highway Research, Planning, and Construction. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and the U. S. Department of Transportation. The County will reimburse Consultant for all eligible expenses upon submittal of invoices. All invoices will be accompanied by supporting documentation that includes all receipts for billable expenses and a project status report that shows the progress of the tasks detailed in the Scope of Work. All invoices submitted must be for work completed no later than September 30, 2019. The Alabama Department of Transportation will not be liable for any costs incurred after that date. The County has until close of business, October 15, 2019, to submit all paperwork pursuant to this Agreement. Failure to complete the action will nullify the contract. In the event that the final cost exceeds the estimated budget, the Alabama Department of Transportation will only be liable for the payment of the 80 percent Federal funds. The use of Federal funds is pursuant to and in accordance with all regulations of the State of Alabama and U.S. Department of Transportation as shown in Exhibits M and N, which are parts of this agreement.

Section 2. Term and Termination

2.01 Term. The term of this Agreement shall commence on the date hereof and shall continue for one year.

2.02 Termination. Either party may terminate this Agreement by giving a thirty (30) day written notice. The county may at any time terminate this Agreement in the event of insufficient appropriation of Federal funds. Upon termination of this Agreement for any reason whatsoever, no data will be required to be returned to any other party. The liability for payment of any unpaid fees or obligations shall continue until paid.

Section 3. Assignment. Neither this Agreement nor any of the rights or duties hereunder may be assigned or otherwise transferred in any way by any party hereto, voluntarily or involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent may be conditioned upon execution of an undertaking by the assignee pursuant to which the assignee agrees to assume the obligations of the assignor and to fulfill the assignor's duties hereunder, but such consent shall not otherwise be unreasonably withheld, conditioned or delayed.

Section 4. Force Majeure. No party is responsible for delays due to causes or occurrences beyond its control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labor disputes, or the like.

Section 5. Successors and Assigns. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties.

Section 6. No Third Parties Benefited. This Agreement is made and entered into solely for the benefit of the represented parties, their successors and permitted assigns, and no other person or entity shall have any rights hereunder.

Section 7. Miscellaneous. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. The captions used herein are for convenience and shall not control interpretation of the text.

Section 8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

Section 9. By entering into this Agreement, the COUNTY COMMISSION is not an agent of the STATE, its officers, employees, agents, or assigns. The COUNTY COMMISSION is an independent entity from the STATE and nothing in this Agreement creates an agency relationship between the parties.

Section 10. By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

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

SEAL:

ATTEST:

MONTGOMERY COUNTY, ALABAMA

(Notary Signature)

County Commission, Chairman

Type Name

Type Name (County Commission Chairman)

**THIS AGREEMENT HAS BEEN LEGALLY
REVIEWED AND APPROVED AS TO FORM
AND CONTENT:**

Chief Counsel, William F. Patty
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

State Design Engineer, Steven E. Walker, PE
Alabama Department of Transportation

Chief Engineer, Don T. Arkle, PE
Alabama Department of Transportation

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

Transportation Director, John R. Cooper

The foregoing agreement is hereby approved by the Governor of the State of Alabama, this
___ day of _____, 2019.

Governor of Alabama, Kay Ivey

RESOLUTION NUMBER _____

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

A Digital Information Cooperative Agreement regarding the acquisition and establishment of the 2019 computerized mapping project, which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

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

Passed, adopted, and approved this ____ day of _____, 2019.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the ____ day of _____, 2019, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this ____ day of _____, 2019.

County Clerk

SEAL

CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

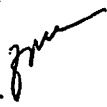
The STATE and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and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

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

August 14, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Florence M. Cauthen 
Deputy Administrator

SUBJECT: Arboretum

At the Commission meeting on March 25, 2019, the Commission authorized Parks and Recreation Director James Williams to move forward with discussions with MPS to partner for the use and improvement of the Arboretum as an educational, environmental and recreational resource for MPS students and all citizens of Montgomery County. As a result of numerous meetings with James and representatives of MPS, MPS issued the attached memo to outline the agreements and responsibilities of both parties.

Under the proposed lease agreement, the Montgomery County Commission (MCC) will enjoy use of the Arboretum for community events and programs for the citizens of Montgomery County. In return, MCC will provide volunteers to host the fourth grade field trips, which the Montgomery County Extension Service has agreed to do. In addition, MCC must perform minimum repairs and maintenance and provide outdoor seating and portable toilets for larger events scheduled by MCC. General Services Director Lamar Allen has inspected the property and believes that the requested maintenance and repairs are reasonable and can be performed at minimal expense.

James believes the Arboretum can be used as an additional site for summer programs and senior activities. In addition, the Arboretum can be made available for community events, family reunions, and special events hosted by Parks and Rec. James would like to discuss the partnership with the Commission at its meeting on August 19, 2019, and request that the lease agreement be placed on the next agenda.

MPS ARBORETUM
COST ESTIMATES

1. PAINT AND LABOR TO PAINT THE MAIN BUILDING:

Material and Labor: \$865.00

- Remove flaking paint, clean and prep walls as needed for painting
- Paint walls as needed to blend with existing wall color

2. REPAIR/REPLACE BROKEN TOILETS:

Material and Labor: \$1,348

- Replace 3 toilets (Pulling 3 existing toilets, making repairs/prep as needed for installing 3 new toilets.
- Rebuilding flush valves and replacing tank bolts on 3 existing toilets/urinal.

3. HVAC CHECK AND TUNE-UP – County Commission HVAC staff have reviewed the system and said that all is good

4. HANDWASHING STATIONS (2)

- \$75.00 Each x 2 = \$150

5. PORTA TOILETS (2)

- \$130 Each x 2 = \$260

6. PICNIC TABLES - Ultracoat Thermoplastic Coated Benches

- \$700 Each x 2 = \$1,400

7. BLEACHERS

- \$2,055 Each x 2 = \$4,110

TOTAL: \$8,133

The Montgomery County Parks and Recreation Department proposes to use the MPS Arboretum for the following workshops and events:

- Saturday farmers' market with short presentation related to health and wellness, even food demonstrations
- Senior citizen workshops (combine senior centers in the vicinity for monthly or bi-monthly sessions)
- Natural resources workshops with youth
- STEM workshops with youth
- Family Day/Family Fun Day events



**MONTGOMERY
PUBLIC SCHOOLS**

Montgomery County Board of Education

307 South Decatur Street • P.O. Box 1991 • Montgomery, AL 36102-1991

Phone (334) 223-6700 • Fax (334) 269-3076

www.preparingstudentsforlife.com

MEMO

To: James Williams, Director
From: Kristy Hatch, Educational Specialist *KH*
Through: Ann Roy Moore, Superintendent *ARM*
Date: July 23, 2019
Re: MPS Arboretum

Montgomery Public Schools is pleased to continue discussions regarding the partnership between Montgomery County Parks and Recreation for the use and improvement of the MPS Arboretum. To facilitate in this partnership, this memo should serve to further outline the agreements on both parties.

Montgomery Public Schools will maintain the grounds of the facility during the summer months and the Montgomery County Commission will maintain the grounds (grass cutting, tree/limb maintenance, etc.) from August to May each year.

Montgomery Public Schools will maintain the utilities and general maintenance of the facility.

Both parties will enter into a lease/rental agreement, but at no monthly cost.

Montgomery Public Schools will have first choice in scheduling events on the property and the Montgomery County Commission will schedule access to the property through the MPS point of contact.

In exchange for use of the facility, MPS asks the Montgomery County Commission to provide the following:

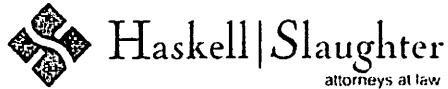
- Paint and labor to paint the main building
- Repair/replace broken toilets
- HVAC check and tune-up
- Picnic Tables
- Bleacher type seating
- Hand Washing Stations (2)
- Use of a suitable Port-a-Let for events for large groups

The Montgomery County Commission will also provide volunteers (who have cleared a background check) to host the fourth grade field trips as scheduled.

Montgomery Public Schools will provide keys and security codes for up to four people from the Montgomery County Commission.

Additional discussion and decisions will be forthcoming, but this memo will pave the way to a long and fruitful relationship to ensure the use and enjoyment of the MPS Arboretum.

3-4



Haskell Slaughter Gallion & Walker, LLC
242 Winton M. Blount Loop
Montgomery, Alabama 36117
t. 334.265.8573 | f. 334.264.7945

MEMORANDUM

September 11, 2019

TTLG

To: Donnie Mims

From: Thomas T. Gallion, III

Re: Lease/Rental Agreement with the Montgomery County Board of Education regarding the Montgomery Public Schools Arboretum

I have reviewed your memorandum of September 9, 2019, and all documents contained therein.

The memorandum to James Williams from the Montgomery County Board of Education ("Board") on July 23, 2019, is more of a proposal for a lease agreement between the MCC and the Board. When the final agreement is agreed on between the parties then I suggest the following:

- (1) The lease should be between the Montgomery County Commission and the Montgomery County School Board;
- (2) A joint indemnification clause needs to be added that make the MCC only liable for acts it or its employee and/or volunteers are responsible for and vice versa for acts the Board or its employees or volunteers commit; and
- (3) MCC's Dispute Resolution needs to be included.

If the above covenants are added and I can review the final Lease Agreement, then I see no problem. I will issue my final opinion upon receiving the final documents.

50051-317

1 STATE OF ALABAMA)

2 COUNTY OF MONTGOMERY)

3 MONTGOMERY PUBLIC SCHOOLS STANDARD LEASE/RENTAL AGREEMENT

4 This agreement is made and entered into by and between Montgomery County Board of
5 Education, (hereinafter called the Lessor), and Montgomery Parks and Recreation (hereinafter called the
6 Lessee) both acting through their undersigned duly authorized representatives.

7 WITNESSETH: That for in consideration of the respective covenants and agreements herein
8 expressed and of the faithful performance by Lessee of all said covenants and agreements, Lessor does
9 hereby lease unto Lessee and Lessee hereby rents from the Lessor the Montgomery Public Schools
10 Arboretum located in the County of Montgomery, Alabama (hereinafter referred to as Leased Premises)
11 to be used by the Lessee for the purpose of Community events and programs for the citizens of
12 Montgomery County and for no other purpose whatsoever, without the express written consent of
13 Lessor endorsed on or attached to this Lease Agreement, for and during the term commencing at
14 12:00pm on the 1st day of August 2019, and terminating at 12:00pm on the 31st day of July 2020.

15 The Lessor hereby promises and agrees:

16 To permit Lessee upon, faithful performance of the terms of this Lease, to peaceably have, hold
17 and enjoy the use of the Leased Premises for the term and purposes described above.

18 To furnish at Lessor's expense, gas for the heating system, electricity for lights and power and
19 water for drinking and sanitary restrooms. Lessor's air cooling system, if such system is existent, will also
20 be operated at Lessor's expense during the season when deemed necessary for comfortable use of the
21 Leased Premises. The extent of the use of utilities as are necessary for ordinary and comfortable use of
22 the Leases Premises shall be determined by the agent designated by the Montgomery County Board of
23 Education to supervise such use. Lessor shall not be responsible for any unavoidable delays, accidents,
24 and failures of public utility services. Lessor will not furnish ticket sellers, ticket takers, ushers, spot light
25 operators, security personnel, policemen, or firemen and all compensation paid to individuals for
26 performing these types of services shall be paid by the Lessee.

27 The Lessee hereby promises and agrees:

28 To pay Lessor rent for the use of the Leased Premises in the sum of \$0.00. Said rent to be paid
29 as follows: Due on the first day of agreement.

30 To pay such sum or sums to Lessor in lawful currency of the United States of America or by
31 certified or cashier's check.

32 To keep the Leased Premises clean and generally cared for during the term of the lease, with the
33 exception of the cleaning services which are regularly provided by the Lessor's custodial staff.

34 To quit and surrender the Leased Premises to Lessor at the end of the term of this Lease in the
35 same condition as at the date of the commencement of this lease, excepting ordinary use and wear and
36 damages caused by the elements or acts of God.

37 To abide by and conform to all rules and regulations from time to time adopted or prescribed by
38 the Lessor, for the operation and management of the Lease Premises.

39 To save the Montgomery County Board of Education harmless and to indemnify it against any
40 claims or liability arising or resulting from any injury to the Lessee, its agents, servants or employees or
41 to any property, visitor, spectator, or participant in any activity by reason of the occupancy and use of
42 said premises under this lease agreement, regardless of entrance gained to said Leased Premises by paid
43 admissions, by pass issued by Lessee or Lessor or by any unlawful admission gained without knowledge
44 of Lessor or Lessee.

45 This agreement is made and entered into upon the following express covenants and conditions,
46 all and every one of which the Lessee hereby covenants and agrees to and with the Lessor to keep and
47 to perform:

48 That Lessee will comply with the laws of the United States of America and of the State of
49 Alabama, and ordinances of the City of Montgomery, and all rules and requirements of the police and
50 fire departments or other municipal authorities of the City of Montgomery, and will obtain and pay for
51 all necessary permits and licenses, and will not do or suffer to be done anything on said premises during
52 the term of this Lease in violation of any such laws, ordinances, rules or requirements, and if the
53 attention of Lessee is called to any such violation on the part of the Lessee or of any person employed
54 by or admitted to the Leased Premises by Lessee, Lessee will immediately desist from and correct such
55 action.

56 That Lessee shall not injure, nor mar, nor in any manner deface or otherwise damage the Leased
57 Premises, or other buildings on the Leased Premises or the grounds of the Leased Premises and will not
58 drive or permit to be driven nails, hooks, tacks or screws into any part of the Leased Premises and will
59 not make or allow to be made any alterations of any kind therein or on the grounds or premises thereof.

60 That if the Leased Premises, appurtenant buildings or grounds or any portion thereof are
61 damaged by the act, default or negligence of the Lessee, or Lessee's agents, employees, patrons, guest,
62 or any person admitted thereto by Lessee, Lessee will pay to the Lessor upon demand such sum as shall
63 be necessary to restore said Leased Premises, other buildings or grounds to its present condition.
64 Lessee hereby assumes full responsibility for the character, acts and conduct of all persons admitted to
65 the Leased Premises by the consent of the Lessee, and the Lessee agrees to have on hand at all times, at
66 its own expense, such police force and/or certified security personnel and Fire Marshal as is deemed
67 necessary by the Chief of Police or the Chief of the Fire Department of the City of Montgomery or by the
68 Lessor to maintain order and to protect persons and property.

69 Any chairs or other type seats in addition to the permanent seating equipment of the Leased
70 Premises which may be needed or used by Lessee shall be furnished by Lessee.

71 That Lessee will permit no chair or movable seat to be or remain in the passageways and will
72 keep said passageways clear at all times.

73 That Lessee will not post nor allow to be posted or exhibited signs, advertisements, show bills,
74 posters, or cards of any description inside or in front or on any part of said building except upon regular
75 bill-boards provided by the Lessor therefore, and will use, post or exhibit only such signs,
76 advertisements, show bills, posters or cards upon said bill-boards as related to the performance or
77 exhibition to be given on the Leased Premises. That Lessee shall take down and remove all signs,
78 advertisements, show bills, posters or cards objected to by Lessor.

79 That no performance, exhibition, or entertainment shall be given or held in the Leased Premises
80 which shall be objected to by the Lessor.

81 That Lessee shall not admit into the Leased Premises a number of persons larger than the official
82 seating capacity will accommodate or that can safely and/or freely move about therein.

83 That Lessor reserves the right through its representatives to eject any objectionable person or
84 persons from said building and upon the exercise of this authority through its agents, or policemen.
85 Lessor reserves the right to be present at all times during the Lessee's use of the Leased Premises.

86 That Lessor reserves the right to remove all property of the Lessee remaining on the Leased
87 Premises after the termination of this Lease at the expense of the Lessee.

88 That no portion of the sidewalks, entries, vestibules, halls or stairways or access to public
89 utilities of said building shall be obstructed by the Lessee or used for any purposes other than for ingress
90 or a egress from the Leased Premises. The doors, entrances, stairways, or openings that reflect or
91 admit light into any place in the building including hallways corridors, and passageways, also heating
92 appliances and lighting attachments, shall not be covered or obstructed by the Lessee. The rest rooms
93 and equipment shall not be used for any purpose other than that for which they were constructed, and
94 no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting
95 to harm from misuse of any nature or character whatever shall be paid for by the Lessee.

96 That in the event the said Leased Premises or any part thereof shall be destroyed or damaged by
97 fire or any other cause or if any other casualty or unforeseen circumstances shall render the fulfillment
98 of this Lease by either party impossible, the Lease shall terminate and the Lessee shall pay rental for the
99 Leased Premises only up to the time of such termination. The Lessee hereby waives any claim for
100 damages or compensation should this Lease be terminated because of one of the aforementioned
101 circumstances.

102 That the Leased Premises and the keys thereto shall be at all times under the charge and
103 control of the agents of the Montgomery County Board of Education.

104 That Lessee further agrees that if any default is made in the payment of the rent or any part
105 thereof at the times above specified, or if any default is made in the covenant or agreement contained
106 herein, this letting and relation of landlord and tenant shall cease and terminate at the option of the

Lessor. The Lessor may remove all persons and property belonging to the Lessee from the Leased Premises and institute whatever legal action which may be appropriate to recover the payment of the rental fee, liquidated damages and attorney's fees.

That Lessee hereby waives all rights under the Constitution and the laws of the State of Alabama or any other state to claim personal property exemption for any liability, debt or obligation arising under this lease contract.

That any sum due to the Lessor from the Lessee for the use of the Leased Premises or any accommodations, service or material shall be first lien on the box office receipts of the Lessee.

Lessee shall upon request for the Lessor permit the Lessor or its agents to review and check all admission tickets as received by the Lessee from the printer in the original package prior to any ticket sales so the Lessor may accurately determine the exact number of admission tickets that will be offered for sale by Lessee.

That Lessee will not assign this Lease or sublet the Leased Premises without the written and endorsed consent of the Lessor.

That any matters not herein expressly provided for shall be at the discretion of the Montgomery County Board of Education, and that the terms and conditions of this Lease cannot be varied, amended, changed or otherwise altered unless such changes are in writing and attached hereto as an endorsement.

IN WITNESS WHEREOF, Lessor by its designated agents and Lessee by its undersigned authorized representative have caused this information to be executed by affixing their respective signatures and seals on this the _____ day of _____, 20_____.

MONTGOMERY PUBLIC SCHOOLS

LESSEE

By: _____

By: _____

Building Principal

Title: _____

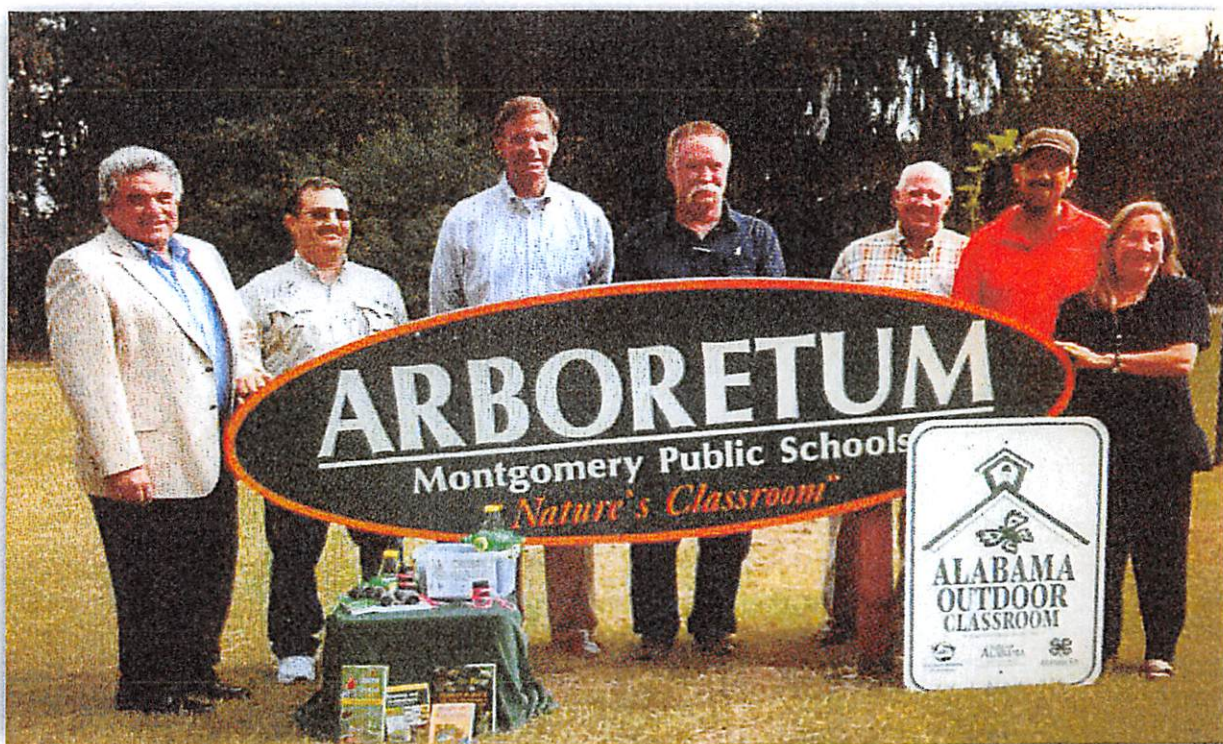
Approved By: _____

Asst. Superintendent of Operations

Montgomery Public Schools Arboretum Field Trip
Fourth Grade Schedule
2019-2020

Date of Trip	School (# Students in grade level)	Date of Trip	School (Student/Teacher)
9/17 Tuesday Trip A	Bear (82)	3/10 Tuesday Trip A	Garrett (88)
9/17 Tuesday Trip B	Bear (82)	3/10 Tuesday Trip B	Garrett (88)
9/18 Wednesday Trip A	Blount (60)	3/11 Wednesday Trip A	Halcyon (90)
9/18 Wednesday Trip B	Blount (60)	3/11 Wednesday Trip B	Halcyon (90)
9/19 Thursday Trip A	Brewbaker Inter (216)	3/12 Thursday Trip A	Highland Gardens (79)
9/19 Thursday Trip B	Brewbaker Inter (216)	3/12 Thursday Trip B	Highland Gardens (79)
9/20 Friday Trip A	Brewbaker Inter (216)	3/13 Friday Trip A	Johnson (68)
9/20 Friday Trip B	Brewbaker Inter (216)	3/13 Friday Trip B	Johnson (68)
9/24 Tuesday Trip A	Carver Elem (75)	3/24 Tuesday Trip A	King (36) all
9/24 Tuesday Trip B	Carver Elem (75)	3/24 Tuesday Trip A	Southlawn (40) all
9/25 Wednesday Trip A	Catoma (55)	3/25 Wednesday Trip A	MacMillian (56)
9/25 Wednesday Trip B	Catoma (55) remainder and Dunbar/Ramer all	3/25 Wednesday Trip B	MacMillian (56)
9/26 Thursday Trip A	Chisholm (88)	3/26 Thursday Trip A	Morningview (88)
9/26 Thursday Trip B	Chisholm (88)	3/26 Thursday Trip B	Morningview (88)
9/27 Friday Trip A	Crump (100)	3/27 Friday Trip A	Nixon (79)
9/27 Friday Trip B	Crump (100)	3/27 Friday Trip B	Nixon (79)
10/1 Tuesday Trip A	Dalraida (119)	5/5 Tuesday Trip A	TS Morris (103)
10/1 Tuesday Trip B	Dalraida (119)	5/5 Tuesday Trip B	TS Morris (103)
10/2 Wednesday Trip A	Dannelly (107)	5/6 Wednesday Trip A	Vaughn Road (95)
10/2 Wednesday Trip B	Dannelly (107)	5/6 Wednesday Trip B	Vaughn Road (95)
10/3 Thursday Trip A	Davis (77)	5/7 Thursday Trip A	Wares Ferry (72)
10/3 Thursday Trip B	Davis (77)	5/7 Thursday Trip B	Wares Ferry (72)
10/4 Friday Trip A	FAAM (118)	5/8 Friday Trip A	Wilson (65)
10/4 Friday Trip B	FAAM (118)	5/8 Friday Trip B	Wilson (65)
10/8 Tuesday Trip A	Fitzpatrick (90)		
10/8 Tuesday Trip B	Fitzpatrick (90)		
10/9 Wednesday Trip A	Flowers (59) all		
10/9 Wednesday Trip B	Highland Avenue (64) all		

Trip A = 10:30 – 12:00
Trip B = 12:30 – 2:00



Partnership

Montgomery Public Schools

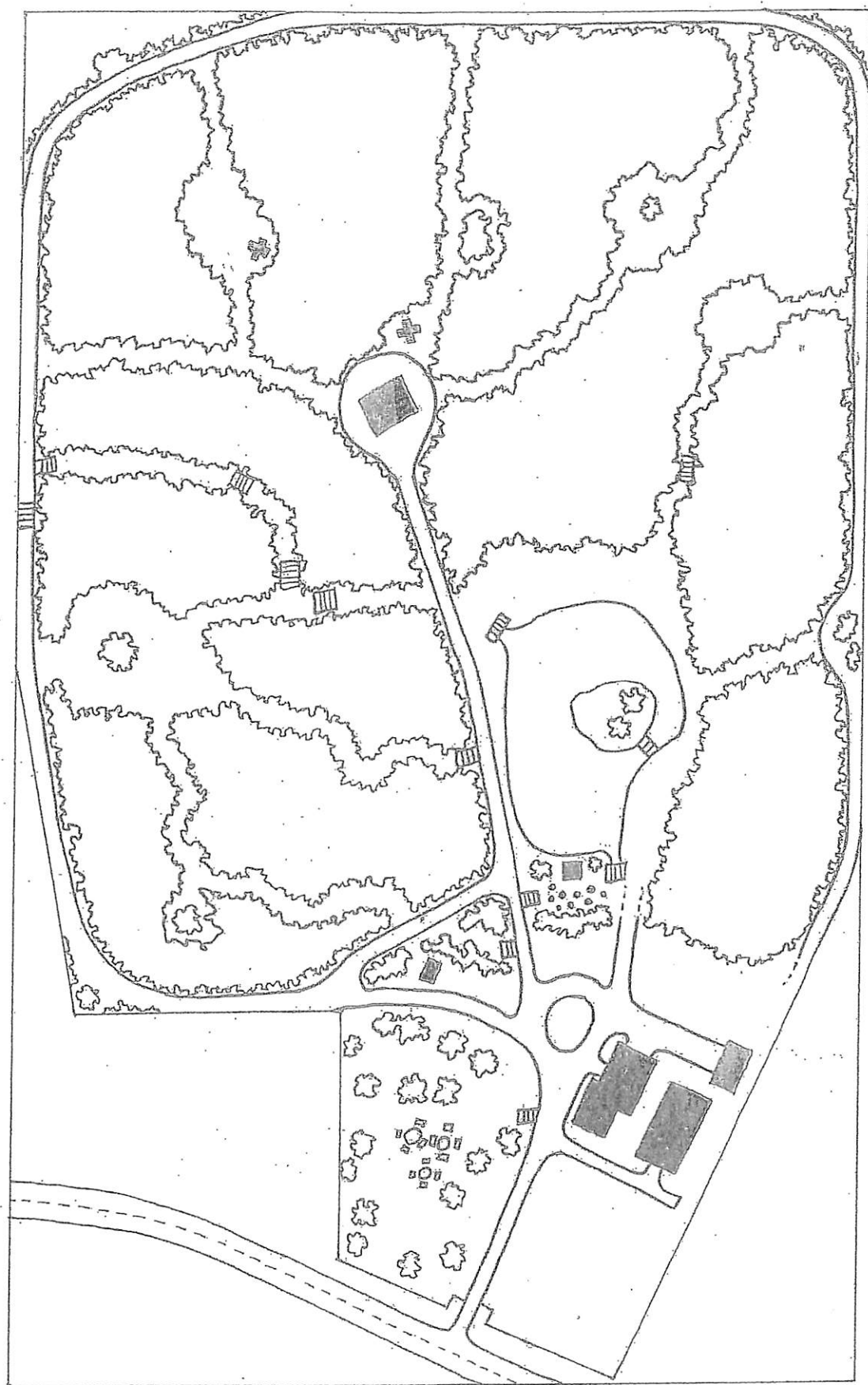
Montgomery County Parks and Rec

Montgomery County Extension Office

Montgomery County 4-H



Alabama 4-H
Alabama Cooperative Extension System



MPS Arboretum Nature Center

Mission Statement: The MPS Arboretum Nature Center provides outdoor experiences to students and adults through Education, Exploration and Physical Exercise. By engaging in public outreach to protect and preserve our forest ecosystem.

The MPS Arboretum Nature Center is 32 acres located at 1755 Hunterloop Road Montgomery, Alabama, off of Hwy 31 near Maxwell Air Force Base. It is open without charge to school groups and other educational organizations such as the Montgomery County Parks and Rec, Montgomery County 4-H, and Master Gardeners. The Arboretum has several paths that feature native trees, shrubs and wildflowers of the southeastern United States. There is a pond on the property where youth can fish and study water quality. There is an indoor classroom and a greenhouse to accommodate indoor activities when there is inclement weather. There is also a shaded area with tables and benches for picnicking.

The MPS Arboretum is in a sense an outdoor museum of trees.

Future utilization of the Arboretum:

Outdoor educational area for MPS students

Field trips for County Parks and Rec Youth

Fishing field days

Training facility for teacher in-service programs

Training for 4-H staff in research based curriculum

Sport fishing training

Outdoor skills training

Archery Range

Garden club meetings

University study area for students

Provide outdoor active recreational opportunities to the public

Revenue generating:

Weddings

Family Reunions

Outdoor venue for Public gathering



MPS School scheduled for the 5th grade fall Session

1,385 students

Bear 82 students

Blount 88 students

Brewbaker 216

Carver Elementary 75

Catoma 55 students

Pintlala 20 Students

Dunbar Ramer 12 students

Chisholm 88 students

Crump 113 students

Dalraida 119 students

Dannelly 107 students

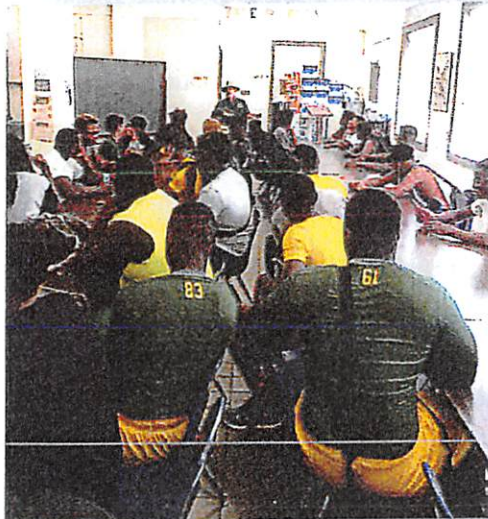
Davis 77 students

Forest Ave 118 students

Fitzpatrick 90 students

Flowers 59 students

Highland Ave 64 students



Arboretum Fall schedule

September 17-October 9, 2019

Trip A Morning schedule

10:30- 10:45: Introduction of Educators and Volunteers

10:45- 10:55 Travel to program area

10:55 – 11:25 Program I

11:25 – 11:30 Swap programs

11:30- 11:55 Program II

11:55-12:00 Prepare for lunch

12:00-12:20 Lunch

12:20 – 12:30 Load busses to return back to schools

Trip B Afternoon Schedule

12:30 – 12:45 Introduction of Educators and Volunteer

12:45 – 12:55 Travel to program area

12:55 – 1:25 Program I

1:25 – 1:30 Swap programs

1:30 – 1:55 Program II

1:55 – 2:00 Load busses return to schools

School Name: _____

MONTGOMERY PUBLIC SCHOOLS
OFFICE OF OPERATIONS
FAX # (334) 269-6158

**2019-2020 SCHOOL YEAR
VOLUNTEER/CHAPERONE
BACKGROUND CHECK REQUEST FORM**

This form is to be completed in order for you to volunteer/chaperone on the Montgomery County Board of Education campuses and to attend field trips. Please complete the entire form. Background checks will not be performed on individuals submitting incomplete forms. Please complete one form per volunteer/chaperone, even if you have more than one school or student.

TYPE OR PRINT LEGIBLY _____
Last Name

First Name Middle Name Maiden Name

Street State Zip Code

Complete SS# Date of Birth

IF YOU FAIL TO ANSWER THE FOLLOWING QUESTION TRUTHFULLY YOU WILL NOT BE ALLOWED TO VOLUNTEER/CHAPERONE WITH THE MONTGOMERY PUBLIC SCHOOLS.

Have you ever been arrested, charged, or convicted OF A CRIMINAL OFFENSE (OTHER THAN A MINOR TRAFFIC OFFENSE)? YES
____ NO ____ If yes, please attach an explanation with details including dates, allegations, and dispositions.

I certify that the above information is true, correct and complete on this form. I hereby give the school system permission to complete a background investigation. This investigation may include such information as criminal or civil convictions and other offenses. Furthermore, I agree to abide by all policies and procedures as delineated in the Montgomery County Board of Education policy manual and to notify MPS if I am charged or convicted of any new violent offense or offense involving children during the 2019-2020 school year.

Information on this form will be used ONLY for purposes of completing the background check. You may not begin to volunteer/chaperone until your background information has been received, evaluated, and the school(s) have been notified you are cleared to serve as a volunteer/chaperone. Having a criminal history will not automatically prohibit you from serving as a volunteer/chaperone. Please direct any questions about this process to the Montgomery Public Schools Security Chief at (334) 230-0651.

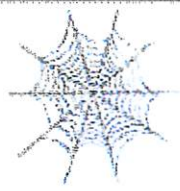
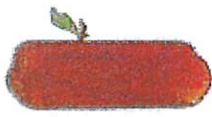
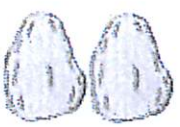
Signature _____ Date _____

FOR SCHOOL USE

Teacher _____ Student: _____

Scavenger Hunt- Nature Walk

Can you find all 20?

			
bird	tree roots	ant	spiderweb
			
green leaf	acorn	flower	log
			
two similar rocks	mushroom	squirrel	tall grass
			
stick that looks like a letter 'y'	flying bug	brown leaf	cloud
			
dandelion	animal footprints	wild berries	pine cone

www.thetadfeednyc.com

Connecting Kids to Nature

Nature is a great teacher! Try this outdoor activity - it's safe, fun, and educational. Project Learning Tree® activities build children's creative and critical thinking skills while they learn what the environment needs to remain healthy and sustainable.

Name that Tree

Download one of these free mobile apps to make identifying trees and the products they give us fun and educational for children and teens!

- LeafSnap - available only for iPhone
- vTree - available for Android and iPhone

Then, go outside and find an area with trees - it could be in your backyard, in a park, or along a street.

Ask "What characteristics can we use to identify trees?" Pick two different trees and have children observe the differences between the two. Here are some features of trees you could discuss: leaf type, tips and bottom shape, texture; twigs; fruits, flowers and seeds; bark and the overall tree shape.

Next, open the selected app and follow its instructions.

LeafSnap: Snap a picture of a leaf using your smartphone. The app will provide a list of possible tree species with accompanying photos to help you select the best match.

vTree: Provide your location and answer a few questions about the tree you want to identify. The app will provide a list of possible tree species and accompanying photos to help you identify the tree.

Write down the names and characteristics of the trees in the chart below.

Once back inside, search the internet for the tree name and the keyword "common uses" to find products or benefits provided by these trees, for example, fruits and nuts, medicinal products, and wood, and complete the last column of the chart.

Tree Identification Chart

Common Tree Name	Characteristics	Products and Benefits

Make Learning Fun!

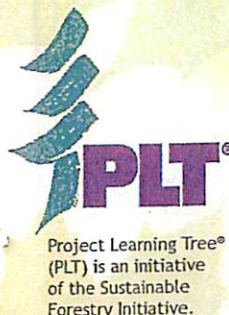
Encourage your child's school to incorporate learning outdoors.
For more activity ideas and materials:

- Attend a PLT workshop, www.plt.org/state-network/
- Visit shop.plt.org

Literature Connection

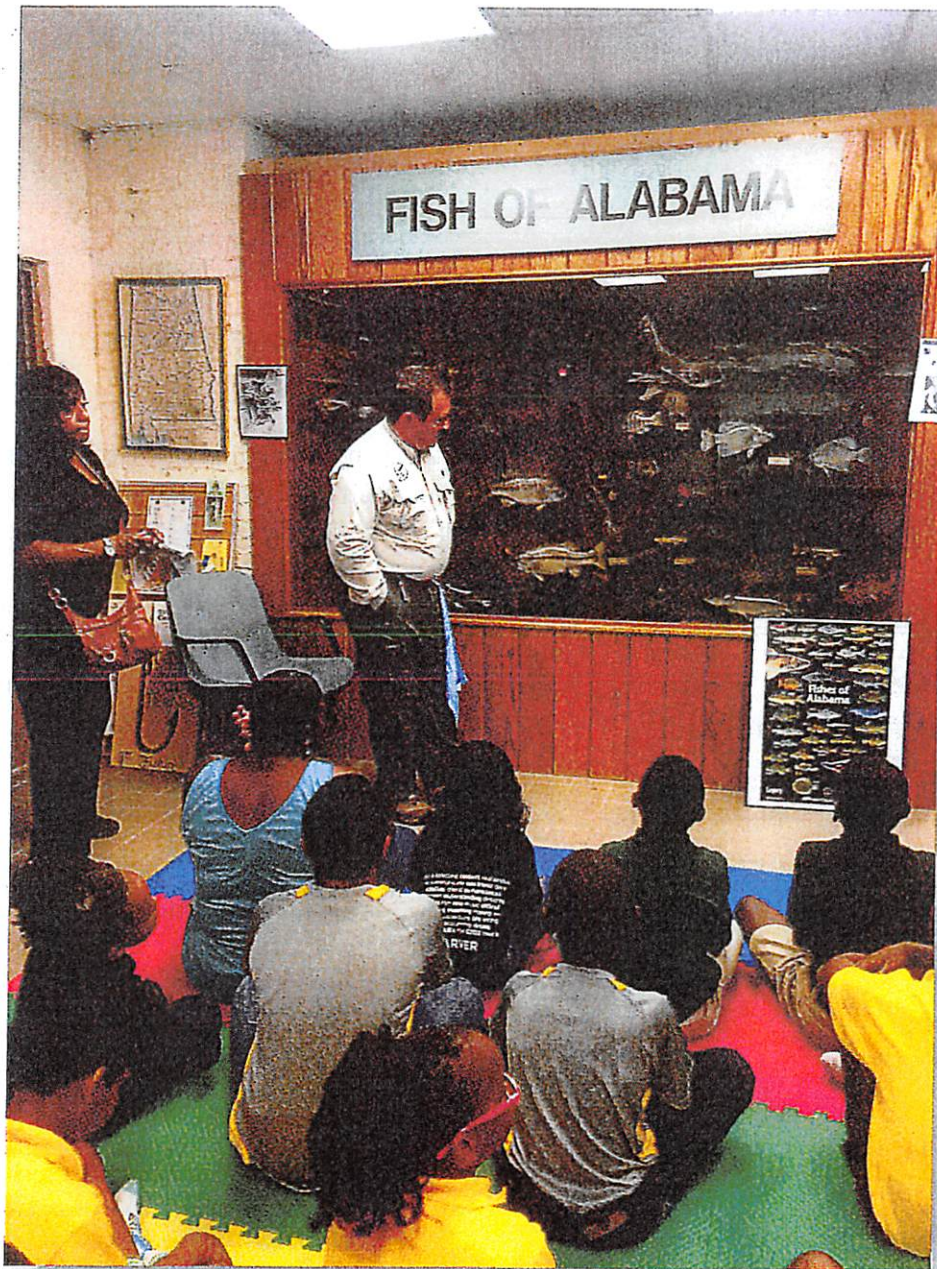
If you don't have a smartphone, use a free online tree identification guide, such as the one provided by the Arbor Day Foundation. Or, use a printed tree identification guide, for example:

What Tree Is That?
A Guide to the More
Common Trees Found
in North America
ISBN: 9780963465757



www.plt.org

Fishing and Aquatic Education activities



SECTION 2. USING THE TACKLE

CASTING

Casting is the skill of propelling a lure from the angler to the water. For spin-casting, spinning and baitcasting, the overhead cast is the easiest. First, the lure should hang one to three inches from the tip of the rod (Figure 23).

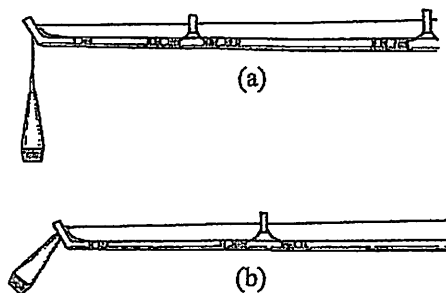


Figure 23. (a) The lure should hang 1 to 3 inches below the rod tip.
(b) Do not reel it completely to the top guide.

Begin the cast by pointing the rod where the cast is intended to go (9 o'clock position; Figure 24 and 25). Anglers should check behind them and above them to be sure it is clear of anglers and obstructions. In one fluid motion, move the rod to the 1 o'clock position and immediately bring the rod forward releasing the fishing line at the 12 o'clock position. Continue the follow-through to the 9 o'clock position with the rod pointing at the target (Figure 25). If the lure went too high and fell short, the fishing line should be held a little longer. If the lure went too low and fell short, the fishing line should be released sooner.

Figure 24. Aim: Begin the cast by pointing the rod tip directly at the intended target.

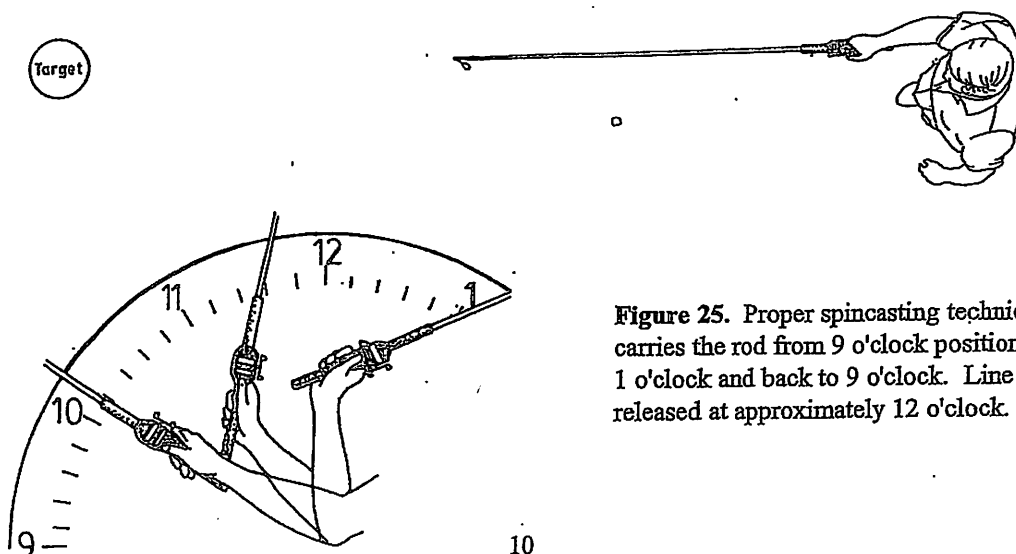


Figure 25. Proper spin-casting technique carries the rod from 9 o'clock position to 1 o'clock and back to 9 o'clock. Line is released at approximately 12 o'clock.

Introduction to Macroinvertebrates:

What lives in our streams?

Fish, turtles, crawfish, etc...

Do you know what a dragonfly is? (*Or show a photo of dragonfly, and ask what it is*).

Where do you think dragonflies are born, and what do you think a “baby” dragonfly looks like? Where do you think they live?

Did you know that dragonflies actually start their lives under water!

When they live underwater they look like this: (*show picture of dragonfly nymph*).

Are you surprised?

Dragonflies go through a process we call metamorphosis.... (Egg – nymph – adult) (*show metamorphosis diagram*).

Dragonflies aren’t the only creatures that do this... in fact there are a whole lot who do –stoneflies, damselflies, craneflies, etc.

Most of these bugs are included in a group of organisms we call benthic macroinvertebrates. What does this mean?

- Benthic? *Bottom dwelling*
- Macro? *Small but can be seen with the naked eye*
- Invertebrate? *No backbone*

Sometimes we just like to call them aquatic bugs for short. *Aquatic means they are live in the water.*

(*Show the macroinvertebrates cards*).

Do you think that you’ve been swimming where macroinvertebrates live? Creeks, streams, ponds....

What do you think about having aquatic bugs in your water?

- Cool? Yucky? Scary?

Would you believe me if I told you that having some of these aquatic bugs in your streams means that the water is clean?

Macroinvertebrates as Pollution Indicators:

These bugs also have another job – scientists have discovered that macroinvertebrates can tell us a lot about our water quality... they are like mini water monitors or testers. Now, the bugs can’t talk or write so that is not how they “tell” us about water quality. Simply knowing if certain types of macroinvertebrates are present or absent from your stream will let you know something about water quality.

Scientists understand that certain aquatic critters have different tolerances for pollution. Do you understand what tolerance means? (It is the ability to survive something harmful or unpleasant <http://www.merriam-webster.com/dictionary/tolerance>). *Example: tropical plants cannot tolerate cold temperatures, they will die if exposed to the cold.* Some aquatic bugs cannot live where there is pollution.

Because of the work scientists have done, we know that the most common macroinvertebrates found in our streams can be divided into three groups based on their pollution tolerance. (*Show the groups identification sheets as you explain*).

Group 1: Cannot tolerate pollution. It is unlikely that you would find one living in polluted water.
Examples: Stoneflies, mayflies, certain caddisflies

Group 2: Are somewhat tolerant of pollution. They are less sensitive than Group 1 critters.
Examples: Crayfish, dragonflies, hellgrammites, and crane flies

Group 3: Can tolerate pollution. They can live in clean or dirty water.
Examples: midges, aquatic worms, pouch snails

In healthy streams, macroinvertebrates in Group 1 thrive. They can out-compete many of the more tolerant species (because of their adaptations). As pollution increases, the sensitive Group 1 and 2 critters decrease in population or disappear completely from the habitat (they die or escape from the polluted habitat). Then the tolerant bug populations (Group 3) outgrow those of the intolerant bugs (Groups 1 & 2).

Demonstrate How to Collect Macroinvertebrates with Nets

Show them some of the macroinvertebrates we caught (or specimens)... What are they?

Discuss: What are some different things that could affect the health of a stream?

Toxic substances: certain chemicals such as pesticides, gasoline, battery acid, or metals can cause human and wildlife health problems.

Sediments: these are soil particles that are carried into streams when rainwater washes across the land. Sediments can block out light needed by aquatic plants, cover or fill in macroinvertebrate habitat (crevices and cracks in rocks), reduce the flow of water, and clog the filters of filter-feeding organisms.

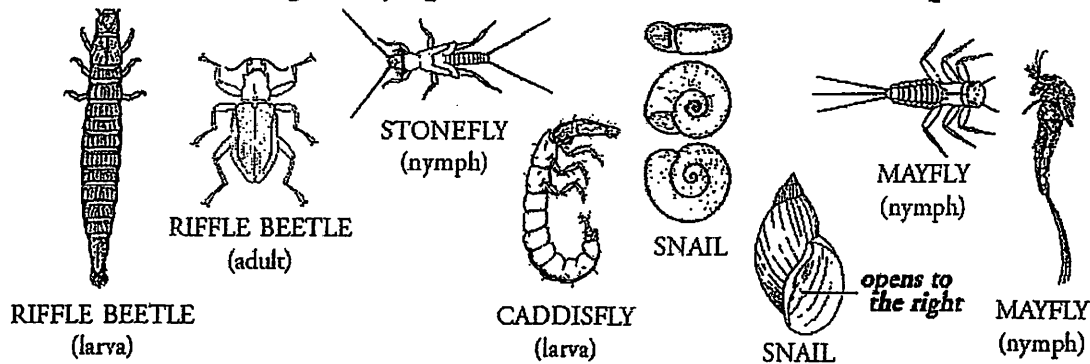
Nutrients: are substances that help plants to grow (like fertilizers). If too many nutrients get into the stream it can cause plants and algae to grow excessively and can decrease oxygen levels.
Macroinvertebrates need oxygen to live!

Pathogens: are disease-causing microorganisms like bacteria and viruses. High levels of pathogens in a stream can affect oxygen levels and cause other problems for aquatic life.

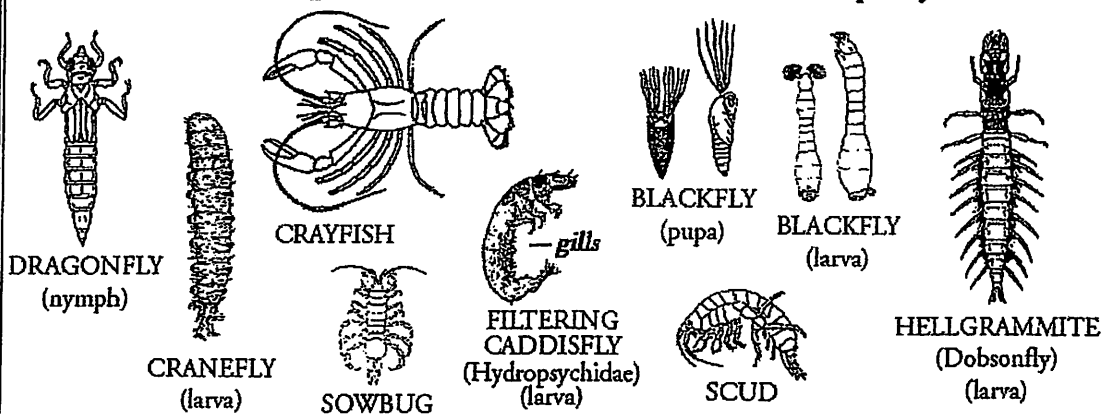
MACROINVERTEBRATE GROUPS

Beginner's Protocol - PICTURE KEY

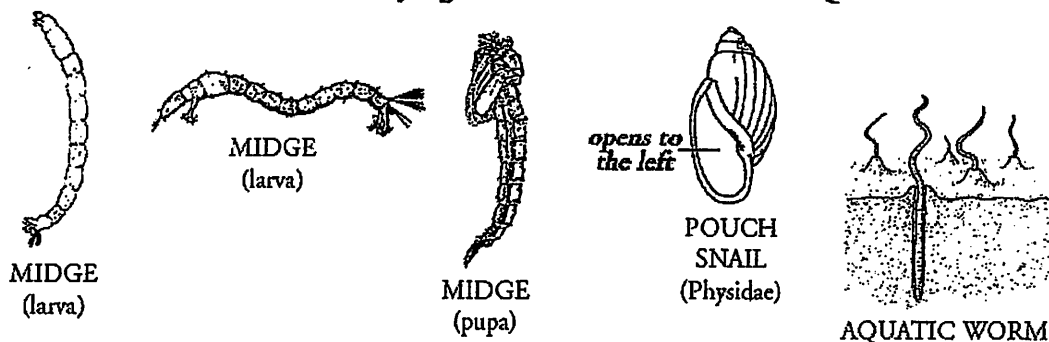
GROUP 1 *These organisms are generally pollution-intolerant.*
Their dominance generally signifies EXCELLENT-GOOD WATER QUALITY



GROUP 2 *These organisms exist in a WIDE RANGE of water quality conditions*



GROUP 3 *These organisms are generally tolerant of pollution.*
Their dominance usually signifies FAIR-POOR WATER QUALITY



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Connecting Kids to Nature

Nature is a great teacher and getting kids outside to learn and play is good for their brains and their bodies. Try this outdoor activity from Project Learning Tree® - it's safe, fun, and educational!

Tree Cookies

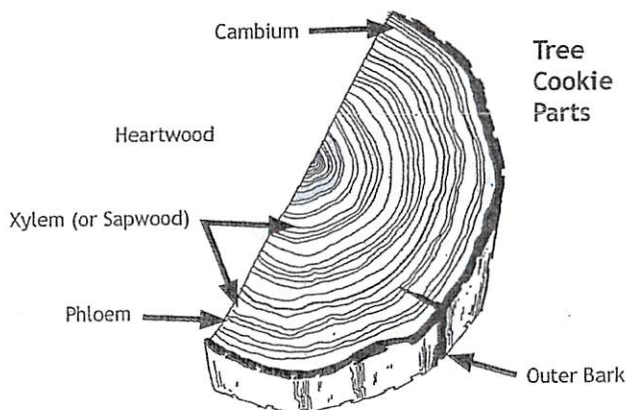
One way to learn about tree growth is to look at annual rings. Tree rings show patterns of change in a tree's life as well as changes in the area where it grows. In this activity, you can trace environmental and historical changes using a cross section of a tree, or "tree cookie."

Have you ever counted tree rings? Every growth season, a tree adds a new layer of wood to its trunk and limbs. This means you can determine the age of a tree by counting its layers, or rings. Have children learn more about a tree's life by examining a tree cookie and asking:

- How old was this part of the tree when the tree cookie was cut?
- Can you see different markings? Evidence of scars or narrow, misshapen rings?
- What might have happened to the tree to cause these different markings?

Use a hand lens to get a closer look at the tree cookie's texture. Can you see any holes or channels that might allow water and nutrients to travel up the tree? Finally, ask children to draw a tree cookie the same age as themselves. What can they do to show when important events in their lives took place?

For a children's book that describes the various parts of trees and their functions, check out *Outside and Inside Trees* by Sandra Markel, published by Simon and Schuster, 1993, ISBN: 0027623130.



Do this word search puzzle to discover some components of trees and forest cycles. Look below for the answers.

H	M	Z	E	S	B	M	I	L	T	F
G	E	C	F	D	T	C	A	K	L	B
E	T	A	M	I	L	C	N	X	A	I
S	H	M	R	G	R	U	E	R	U	S
A	G	B	P	T	R	E	K	S	N	G
E	U	I	H	T	W	O	R	G	N	N
S	O	U	P	H	L	O	E	M	A	I
I	R	M	S	A	P	W	O	O	D	R
D	D	X	Y	L	E	M	Z	D	W	R

Make Learning Fun!

Encourage your child's school to incorporate learning outdoors.
For more activity ideas and materials:

- Attend a PLT workshop, www.plt.org/state-network/
- Visit shop.plt.org



Project Learning Tree®
(PLT) is an initiative
of the Sustainable
Forestry Initiative.

www.plt.org

Lesson Idea: Hungry Birds

Build an all-natural bird feeder and invite your feathered neighbors to a feast!

Activity Summary

We all love to greet people by their names, so why not greet our local birds in the same way?

Have your students make an all-natural bird feeder and invite your feathered neighbours to a feast!

Combine children's love of constructing with natural materials with the opportunity to be still in nature and make observations. To find success, students need to follow a set of instructions and muster patience, their powers of hearing and binocular vision. The Nature Passport App is a great starting platform for students to record observations of birds seen in the school grounds as part of a Science investigation.



Learning Outcomes

At the end of this lesson, students will be able to:

- Predict which areas of the school grounds birds may visit and what they may eat
- Follow written instructions to create a bird feeder
- Observe birds that visit the school grounds
- Record observations in the Nature Passport App
- Share observations gathered with others

Materials Needed

- pine cone/tree branch
- string/twine
- peanut butter/sunflower butter
- birdseed

Introduce the Activity

1. Ask students which birds they know live in or visit the school grounds.
2. Ask them to elaborate with more detail about the birds. For example, where they like to visit, what they eat, where they nest and what calls they make.
3. Introduce the goal of the lesson: Get to know some of the seed eating birds around the local area.
4. Split the class into small groups and have them follow the Nature Passport App to create pinecone bird feeders. You need to supply pinecones, string, peanut butter or alternative, and birdseed



Hungry Birds Activity Steps *(Download the free Nature Passport App to complete this activity)*

- Tie string around a pine cone or branch securely and create a loop. Then, spread peanut butter all over your pine cone or branch (like cake icing!)
- Roll it in birdseed, and you're ready to go.
- Hang your feeder in a tree, or anywhere that looks appealing to birds!
- Now wait for some hungry birds to drop by.
- Keep count of how many birds you see. Are you quick enough to snap a photo of a visiting bird? Is your feeder attracting any other hungry guests?



5. Take the class outside to hang the feeders. Ask the class, "If you were a bird, where would you choose to eat?" Consider safety, availability of perches and abundance of food.
6. Instruct students to hang their feeder within a predefined area, then sit still in their chosen area to do a bird count, noting through the Nature Passport App the number of birds spotted, names of the birds recognised and capturing photos of birds where possible. Remind students to enter the date and time in their notes. You may like to provide binoculars if available.
7. If no birds visit during the allocated time, instruct the students to take a photo of their feeder hanging in the surroundings of their chosen location.

Lesson Reflection

1. Connect the students' devices to a SMART board or projector to use the Nature Passport App's journal feature for this class reflection.
2. Open a group's journal entry and ask students to share why they decided to hang the feeder in their chosen location and what they observed.
3. Create a class plan to journal the type and behaviour of birds that visit the school throughout the year using the Safari section of the Nature Passport App.

Extension Ideas

- Regular feeding of birds is generally encouraged in the Northern Hemisphere and discouraged in the Southern Hemisphere. Create a research project to discover how feeding birds assists or hinders birds in your local area.
- Create a field guide using the Nature Passport App and online resources to assist students to know their local birds. Include indigenous names used by the First Peoples of your area.
- Invite your local bird watching association to visit the school to share information, stories and observation experiences.
- Investigate symbiotic relationships between plants and birds and how they have both adapted to the local environment.

You can download the Nature Passport app for free on both the [App Store](#) and [Google Play Store](#) to complete this activity and many more! Visit the website at www.naturepassport.org, where you'll find lots of useful information for families and teachers on how best to use Nature Passport.



ZIG-ZAGGERS

Zigzaggers usually have long legs. Their back print lands on or next to the front print so that you can at least see part of both. This conserves energy and is more efficient when walking in the snow!

Examples: Elk, Deer, Moose, Mountain Lion, Dog, Coyote, Foxes, Human



LEAPERS AND HOPPERS

Leapers and Hoppers have bigger back legs than front legs. Front feet land first, then back feet land in front!

Examples: Rabbits, Hares, Field Mice, Squirrels, Voles



BOUNDERS

Bounders have long bodies and all legs are the same size.

Examples: Weasels, Ferrets, Pine Martens, Running cats and dogs



WADDLERS/ "FATTIES"

Waddlers are usually slow and drag their bellies when they walk. They have short legs.

Examples: Beaver, Porcupine, Bear, Skunk



Supply List for Arboretum program

For outdoor programs:

Paper
Laminator
Laminating sheets
Dry erase makers
Cotton string
Hole punch
Storage box
Trowels

For Pond activities

Dip nets
Grey sorting pans
Hip waders
Small portable microscopes
Pipettes
Colanders
Paper towels
Hand sanitizer

Fishing rods and reels
Bait
Casting gate with plugs
Hula-hoops

For make and take

Pinecones
Cotton string
Shortening
Birdseed
Aluminum pans
Popsicle sticks
Plastic zip bags
Sharpie markers
Small cups

Paper
Crayons

Tree cookies
Paper plates

Soil and plant pots
Plants
Watering cans

Curriculum
Tree Id books
Polaris or golf cart

Ink stamps
Animal foot print stamps
Paper

Clipboards

Fish food

Flagging tape

Hospitality room for volunteers
Water
Snacks
Paper towels
Plastic utensils
Coffee makers/cups/coffee
Sunscreen
Bug repellent
Sanitizing wipes
Water hose

Water coolers
Trash bags
Small cups

Arboretum Nature Center Partners



MONTGOMERY
PUBLIC SCHOOLS



**PARKS &
RECREATION**
Department



Prepared by

Brenda Henson, Montgomery County 4-H Agent Assistant Brenda.henson@auburn.edu

3-29

September 12, 2019

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Holly H. Leverette
Director of Risk Management

SUBJECT: Purchase of Cyber Liability Insurance

On September 10, 2019, Lou IaIacci and I met with Junie Pierce, Michael Gallops, and Kathy Patton from Assured Partners and Brian Wolf from North Point Underwriters to discuss the cyber liability insurance quotes from Axis Specialty presented to the County Commission. The quotes offer extensive coverage for cyber extortion, cyber terrorism, cybercrime (i.e. social engineering), multimedia liability, damage to county systems, regulatory actions and investigations, privacy/security to cover damages/expenses arising from the breach, and notification costs, credit monitoring, advertising expenses, public relations expenses, IT forensic costs and call center expenses. The quotes all offer first- and third-party coverages as well.

Lou and I agree that it is in the best interest of the county commission to purchase this coverage to help defer the cost of a potential future cyber breach. In addition, following a breach the coverage offers immediate availability of a breach coach to help county administrators navigate the loss. The coverage would be placed through Axis Specialty Insurance through broker Assured Partners and specialty broker North Point Underwriters. Cost is an annual premium of \$17,867.00 for \$1,000,000 in coverage with a \$25,000 retention. This premium is inclusive of the commission paid to both brokers.

I am requesting the County Commission's approval of this item outlined above.

Cc: Florence Cauthen, Deputy Administrator



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, September 12, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk 
Manager of Public Affairs

SUBJECT: Recommendation to enter contract agreement for production of commercial video

Montgomery County Commission, through its support of the annual Camellia Bowl, is afforded the opportunity to broadcast its story nationally via ESPN. With a direct public benefit for the promotion of tourism and economic development within the County, I propose we enter a contract agreement with the Montgomery Area Chamber of Commerce to develop a 0:30 television spot as well as a 1-minute spot for social media. The County would agree to pay the Chamber a total of \$7,500 for production costs, including research, strategy, concepting, writing, storyboard, shooting, editing, graphics and talent. Once approved, the content will be exclusively owned by Montgomery County.

The deliverables are:

- 0:30 television content and 1-minute social media content delivered via flash drive
- Raw content delivered via flash drive for ownership and future use of footage/assets
- Professional photos taken while on location to be provided to Montgomery County. This ensures any printed ads match the feel of the television ad

In order to provide enough time for a quality video, I am requesting rules be waived and this contract be included in the September 16, 2019, agenda.

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

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

The County agrees to pay The Chamber the sum of seven thousand five hundred dollars (\$7,500.00). The contract services are to be provided from September 16, 2019, through September 24, 2020.

The objective is to provide a 0:30 television spot as well as a 1-minute spot for social media to share the story of Montgomery County: Culture. Courage. Charm. This includes research, strategy, concepting, writing, storyboard, shooting, editing, graphics and talent. Videography company will meet with Montgomery County before final production to ensure vision matches. Once approved, the content will be exclusively owned by Montgomery County provided on a flash drive.

Deliverables:

- 0:30 television content and 1-minute social media content delivered via flash drive
- Raw content delivered via flash drive for ownership and future use of footage/assets
- Professional photos taken while on location to be provided to Montgomery County. This ensures any printed ads match the feel of the television ad

Each of the parties recognizes and assesses the direct public benefit for the promotion of tourism and economic development within the County and that these services are essential to the public purpose of health, education and welfare of the citizens in Montgomery County and to the development of economic and tourism growth in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this 16th day of September 2019.

Montgomery Area Chamber of Commerce

Montgomery County Commission

By: _____
Its: President
P.O. Box 79
Montgomery, Alabama 36101

By: _____
Its: County Administrator
P. O. Box 1667
Montgomery, Alabama 36102-1667



DERRICK CUNNINGHAM
SHERIFF OF MONTGOMERY COUNTY

Kevin J. Murphy
CHIEF DEPUTY

MEMORANDUM

TO: Mr. Elton Dean, Sr. Chairman, Montgomery County Commission

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

Subject: Reducing Injury and Death of Missing Individuals with Dementia
and Developmental Disabilities Program

Date: September 3, 2019

In an effort to expand our Project Lifesaver Program, we are planning to pursue the above mentioned grant opportunity. The grant ceiling is \$150,000 with no required local match.

The reducing Injury and Death of Missing Individuals with Dementia and Developmental Disabilities Program supports local jurisdictions' efforts to reduce the number of deaths and injuries of individuals with forms of dementia, such as Alzheimer's Disease, or developmental disabilities, such as autism, who due to their condition wander from safe environments.

If funded, we will expand our locative technologies to track missing individuals, prevent wandering, increase individuals' safety, and facilitate rescues.

RW/dc

cc: Derrick Cunningham, Sheriff

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



September 9, 2019

MEMORANDUM

TO: Elton Dean, Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Income Works Subscription

I am requesting your consideration and approval to renew our subscription to a web based software, Income Works, to be used to assist in valuing income producing commercial properties. There is no increase over last year's contract price of \$49,000 per year and this item is budgeted for 2020.

attachments

CH

RENEWAL AMENDMENT TO INCOMeworks SOFTWARE LICENSE AGREEMENT

Assessment Advisors, LLC and Montgomery County, Alabama, by and through the Montgomery County Commission ("Licensee") hereby agree to amend the IncomeWorks Software License Agreement ("Agreement"), effective October 2016, as follows:

1. Notwithstanding anything contrary in the Agreement, Licensee will renew the Agreement as set forth in this Amendment.
2. This Amendment constitutes renewal of the Agreement for the period of January 1, 2020 to December 31, 2020.
3. Renewal Data Release Year: IncomeWorks 2019, results as-of October 1, 2019.
4. Licensee will pay Assessment Advisors a license fee, for the renewal term set forth above, of Forty-Nine Thousand Dollars [\$49,000] detailed as follows:

Prior Year Base License Fee	\$ 49,000
3% Increase per Agreement	+ 1,470
Courtesy Discount	- <u>1,470</u>
IncomeWorks 2019 Renewal Fee	\$ 49,000

5. The renewal fee will be invoiced September 4, 2019 along with the emailing of this Amendment. Assessment Advisors will commence work upon receipt of payment. Payment received in October 2019 will ensure release prior to expiration.
6. On the release date for IncomeWorks 2019, Assessment Advisors will email notification to Licensee's Authorized Users.
7. No other changes are made to the License Agreement and all other terms and conditions of the License Agreement remain in full force and effect.

ACCEPTED AND AGREED:

Assessment Advisors

Assessment Advisors, LLC
736 N. Western Avenue, #393
Lake Forest, IL 60045

Licensee

Name of Licensee

Street Address

City, ST, zip

By: _____

Linda Pedalino, MAI
Co-Founder & President

By: _____

Print Name: _____

Title: _____

Date: _____

Date: _____



Assessment Advisors, LLC

736 N. Western Avenue, #393
Lake Forest, IL 60045

toll free phone & fax: 1-888-226-9585
www.IncomeApproach.com

May 23, 2016

Clay Henley, Chief Appraiser
Montgomery County Appraisal Department
131 S. Perry Street
Montgomery, AL 36104

RE: IncomeWorks® Proposal & License for Montgomery County, AL

Mr. Henley:

Thanks for your interest in IncomeWorks. Please accept this letter as a formal proposal to provide IncomeWorks to Montgomery County, Alabama as a stand alone program in web based format. Your release will offer six property type categories or modules (Commercial, Industrial, Lodging, Multifamily, Office, and Retail) that will reflect your market. In addition to the standard features of "Property Summary" (view all inputs) and "Save Report" (save, view, print in PDF), the pricing below includes the following options, features, and services:

- ✓ Edit: Basic Information, Rankings, Economic Indicators
 - ✓ Personal Property Allocation *(on multifamily and lodging properties)*
 - ✓ Separate Components
 - ✓ Compare to Cost
 - ✓ Obsolescence Analyzer
 - ✓ Tax Factor *(if you provide us with the average net tax rates for your jurisdiction)*
 - ✓ Expense Breakdown
 - ✓ Discounted Cash Flow *(interview driven and intuitive)*
 - ✓ Export saved reports to text file *(simply contact us via email whenever you need the export)*
 - ✓ Change *(make any modifications to existing reports)*
 - ✓ One Click Update & Mass Update to another year *(requires more than one data year)*
- ✓ IncomeWorks clients also benefit from phone & email technical support, plus MAI consulting at no additional cost during the license term. Consulting consists of review of Appellant evidence and financial statements from income properties, including special purpose and complex properties.

Montgomery County base license fee for one data year:

IncomeWorks 2016 *(results as of October 1, 2016)* = **\$49,000**

For your initial purchase, we are pleased to offer two data years for the price of one:

IncomeWorks 2015 + 2016 *(results as-of October 1, 2015 and October 1, 2016)* = **\$49,000***

*If ordered & paid for now, IncomeWorks 2016 can be released in 50 days (or less) from receipt of \$49,000 payment; a significant savings compared to purchasing two data years separately. Quickly begin modeling with 2015 data. Payment now gives Montgomery County priority status in our schedule, and guarantees release of IncomeWorks 2016 during December 2016. This offer is made in consideration of the date of this proposal and the fact that this is your initial purchase.

IncomeWorks is licensed under an initial one-year term with optional annual renewals priced at 3% over the prior year base fee. Pages 2 and 3 contain the terms for licensing IncomeWorks.

If you have any questions, please do not hesitate to ask.

Respectfully Submitted,
Assessment Advisors, LLC

Timothy VanKirk, MAI, President

7-3

INCOMeworks® SOFTWARE LICENSE AGREEMENT

1. **Grant of Non-Exclusive License.** Assessment Advisors, LLC ("Assessment Advisors") agrees to license INCOMeworks ("Software" as defined in Paragraph 2) per the Terms of this Agreement; a non-exclusive, non-transferable license for use of INCOMeworks solely in a manner consistent with the Authorized Application (Paragraph 3). By proceeding via remittance of fees, accepting release of INCOMeworks, accessing INCOMeworks, and using INCOMeworks, Licensee agrees to be bound by the terms of this Agreement.
2. **Software Definition and Description.** "Software" means collectively (i) the most current completed version of the INCOMeworks program, and (ii) Maintenance, where "Maintenance" means a subsequent enhancement of the Software that is generally made available to licensees of the Software at no additional charge (Paragraph 6). Maintenance does not include any additional data year release or future product that Assessment Advisors may license separately from the Software. The Software contains the basic components of an income analysis for certain commercial real estate, and will provide information on the concepts of market value and obsolescence as they pertain to the assessment of commercial real estate, plus descriptions, examples, and automatic calculations of commonly applied rates and ratios.
3. **Authorized Application.** "Authorized Application" means the following scope of activities: a) Mass appraisal of income producing real properties located in the territory where Licensee assesses real estate taxes on income producing real properties, except for properties identified as "Specialty" in the Software, using cost and other in-house analyses and consistent with the Assumptions and Limiting Conditions identified in the Software; b) As reference in tax appeals challenging the real estate tax assessment; and c) Instructional overview of the typical steps involved in an income analysis. The Software is not a replacement for cost-based or other in-house value estimates and is to be used for comparison and supplemental information. Licensee will use the Software only in its normal course of business of assessing real property and not for any other purpose, including without limitation, mass appraisal of properties outside of Licensee's jurisdiction, valuation of any real property, or valuation of improvements to any real property.
4. **Licensee Obligations and Restrictions.** Licensee will not use, or permit others to use, the Software for any purpose or activity other than the Authorized Application.
 - (a) Licensee will use reports generated via the Software only for internal office purposes consistent with the Authorized Application. Licensee may distribute reports as necessary to defend tax appeals.
 - (b) Licensee will train all employees on the Software and use reasonable precautions to monitor each employee's use of the Software to ensure that employees do not violate any of the terms of this Agreement including without limitation, using the Software in any manner that is inconsistent with the Authorized Application.
 - (c) Licensee will not use or allow others to use the Software for the benefit of any third party unrelated to the Authorized Application. Licensee will not provide or allow others to provide reports generated by the software to any third party unrelated to the Authorized Application. Licensee will not provide, disclose, divulge or make available to, or permit use of the Software by persons other than Licensee's employees and agents per separate Agreement.
 - (d) Licensee will not modify, copy, duplicate, reproduce, license, sub-license, transfer, or convey the Software or any right in the Software to anyone else, nor will Licensee transfer or share usernames and passwords.
 - (e) Licensee will not decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code, application or framework structure, data entries, or underlying ideas or algorithms of the Software.
 - (f) Licensee will not remove, alter or otherwise obscure any proprietary rights notices appearing in the Software.
5. **Term, Payment, Delivery, Renewal.** This Agreement will become effective at acceptance and the initial one year Term will commence on the Software Release Date per proposal (page 1). Licensee will pay Assessment Advisors a license fee for the initial term (page 1) which is non-refundable and due prior to delivery of the Software, which will include INCOMeworks Options, Features, Consulting, and Support per the proposal (page 1). On the Release Date, Assessment Advisors will deliver to Licensee the requested number of usernames and passwords required to access the Software. This Agreement will terminate in one year from Release Date unless Licensee chooses to renew this Agreement, at its option, via payment of a renewal fee per the proposal (page 1). Renewal fees are non-refundable and must be received prior to delivery of the Updated Renewal Release (new Data Year).
6. **Maintenance.** For so long as Licensee has an active license, i.e., a current paid-up subscription for use of the Software: a) Assessment Advisors will provide Licensee with access to any enhanced versions of the Software which may increase the efficiency or ease of use of the Software, and b) Assessment Advisors will use reasonable good faith efforts to assist Licensee with any Software operation difficulties they encounter. However Assessment Advisors will have no obligation to assist Licensee with (i) difficulties due to Licensee's negligence, abuse, or misapplication, (ii) Software which has been modified or altered, (iii) Software use inconsistent with the Authorized Application, (iv) Software used in an operating environment other than that for which it has been designed.
7. **Confidentiality.** The parties each agree that during the term of this Agreement, they may receive information regarding the other party's affairs which the disclosing party considers confidential. Each party receiving such confidential information agrees not to disclose it to any third party except to its own employees and agents and only as necessary to perform its obligations or exercise its rights under this Agreement. This Paragraph is not applicable to any information which: (a) the receiving party is authorized in writing by the disclosing party to disclose; (b) is generally known or becomes part of the public domain in the trade through no fault of the receiving party; (c) is independently developed by the receiving party or its agents without any use of the confidential information; or (d) is required to be disclosed by law or regulation or by proper order of a court of competent jurisdiction after adequate notice to the disclosing party to seek a protective order, the imposition of which protective order the receiving party agrees to approve and support. The Software, and the data contained and accessed through the Software, are confidential information under this Paragraph.
8. **Ownership, Protection and Reservation of Rights.** During the Term of this Agreement and thereafter, Assessment Advisors and its licensor at all times retain ownership of the Software and all intellectual property rights pertaining thereto, including without limitation any and all patent, copyright and trademark rights ("Assessment Advisors Property")

7-4

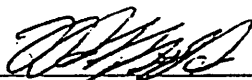
and all physical copies of materials related to the Software. Licensee will not do, or permit to be done, any act that would impair the rights of Assessment Advisors in Assessment Advisors Property. Licensee will not attack Assessment Advisors Property or the validity of this Agreement. Licensee will cooperate with Assessment Advisors in protecting Assessment Advisors Property. Licensee will promptly notify Assessment Advisors of all infringements or violations of the rights in Assessment Advisors Property and will cooperate with Assessment Advisors in the prosecution of any legal action for infringement. Except for the rights expressly granted to Licensee in Paragraph 1, Assessment Advisors grants and Licensee receives no other rights or licenses to the Software, derivative works thereof, Assessment Advisors Property, other intellectual property rights pertaining thereto, including without limitation, any rights to use the ideas, source code, methods or processes embodied, or the whole or any part of the data incorporated in the Software.

9. **Limited Warranty.** During the Term of this Agreement ("Warranty Period") Assessment Advisors warrants that the Software will operate in a manner consistent with that described in Paragraph 2. If Licensee provides Assessment Advisors with written notice during the Warranty Period that the Software fails to operate as warranted in this Paragraph, Assessment Advisors will use reasonable efforts to cure the defect and make the Software operate as herein warranted. Licensee's sole remedy in the event of breach by Assessment Advisors of this Paragraph will be replacement of the defective Software or defective portion thereof. Assessment Advisors will have no obligations under this Paragraph to the extent noncompliance results from (a) modification of the Software not authorized by Assessment Advisors, (b) use of the Software for a purpose or in a manner other than that for which it was designed, or (c) Licensee's access to the internet or world wide web or other issues relating to Licensee's computer network. This Paragraph states Assessment Advisors' entire liability and Licensee's exclusive remedy with respect to any breach by Assessment Advisors of this Paragraph. Any action for breach of this limited warranty must be commenced during Warranty Period. Except as explicitly set forth in this Paragraph, Assessment Advisors makes no warranties, whether express, implied, or statutory, regarding or relating to the Software, or any materials or services furnished or provided to Licensee under this agreement. Specifically, Assessment Advisors does not warrant that the Software will be error free or will perform in an uninterrupted manner. Assessment Advisors and its licensor specifically disclaim all implied warranties of title, non-infringement, satisfactory quality, merchantability and fitness for a particular purpose with respect to the Software and services, and with respect to the use of any of the foregoing. Except for breach of Paragraph 7 or Paragraph 8 neither Licensee, Assessment Advisors will be liable for any indirect, incidental, special or consequential damages. In no event will either party's liability for any damages exceed the license fee paid to under this Agreement in the year preceding the claim.
10. **Indemnification.** Licensee agrees to indemnify, hold harmless and defend Assessment Advisors and its licensors, and their respective officers, members, employees, agents, successors, representatives, and assigns from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from Licensee's use of the Software, or Licensee's breach of any terms and conditions of this Agreement, or Licensee's use of the Software inconsistent with the Authorized Application. Assessment Advisors agrees to indemnify, hold harmless and defend Licensee from and against any claims or suits, including reasonable attorneys' fees and expenses, which arise or result from claims that Licensee's use of the Software infringes or violates any copyright or patent. If a final injunction is obtained against Licensee's use of the Software by reason of such infringement, or if in Assessment Advisors' opinion the Software is likely to become the subject of a claim for such infringement, Assessment Advisors shall, at its sole option and expense: (i) procure for Licensee the right to continue using the Software in the manner permitted hereunder; (ii) replace or modify the Software so that it becomes non-infringing, or (iii), if (i) and (ii) are not feasible, terminate this Agreement and refund to Licensee on a pro rata basis any prepaid license fees. The foregoing remedies shall be Licensee's sole and exclusive remedies in the event of a successful claim of infringement. Assessment Advisors shall have no liability to Licensee hereunder if any infringement is based upon Licensee's use of the Software in combination with any software not furnished by Assessment Advisors, if the Software is used in a manner for which it is not designed or permitted, or if the infringement is based upon modifications of the Software by Licensee.
11. **Dispute Resolution.** If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution, any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama, governed by the laws of the state of Alabama between the Montgomery County Commission and Assessment Advisors, LLC.
12. **Termination, Survival.** This Agreement is effective until expired or terminated. Either party may terminate this Agreement if the other party breaches a material term and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail. Upon expiration or termination of this Agreement for any reason, all licenses, usernames, and passwords granted to Licensee will immediately be terminated. All terms in this Agreement which are intended to survive expiration or termination of this Agreement will survive expiration or termination.
13. **Choice of Law, Invalidity.** This Agreement will be construed and governed by the laws of the State of Illinois applicable to agreements made and to be performed entirely in Illinois, USA. The provisions of this Agreement allocate the risks between Assessment Advisors and Licensee. Licensee's pricing reflects this allocation of risk and the limitation of liability specified in this Agreement. This allocation is an essential element of the basis of the bargain between the parties. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable.

14. **Assignment, Relationship of Parties, Entire Agreement.** Assignment of this Agreement and any included rights by Licensee is strictly prohibited. Assessment Advisors may assign this Agreement without restriction to an assignee who agrees in writing to be bound by the terms. There is no relationship or agency, partnership, joint venture, employment or franchise between Assessment Advisors and Licensee. This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements, proposals, and negotiations, written or oral, relating to the subject matter hereof. This Agreement cannot be modified, amended, changed or extended orally. The headings in this Agreement are for convenience and shall not be used to construe meaning or intent. Any contract, purchase order, or similar document, which may be issued by Licensee in connection with this Agreement does not modify this Agreement.

Accepted and Agreed

Assessment Advisors, LLC and the County have, through their duly authorized representatives, entered into this Software License Agreement. The parties have read and understood the terms of this Agreement and hereby agree, by their respective signatures, to the terms thereof.

Sign:  Date: 10/24/16

By: Timothy VanKirk
President - Assessment Advisors, LLC

Sign:  Date: 10-17-16

By: Elton N. Dean, Sr.
Chairman - Montgomery County Commission

7-6



Assessment Advisors, LLC

toll free phone & fax: 1-888-226-9585

www.IncomeApproach.com

IncomeWorks® SOLE SOURCE / SINGLE SOURCE STATEMENT

JUSTIFICATION FOR PROCUREMENT THAT THIS PACKAGE IS NOT AVAILABLE FROM ANY OTHER PROVIDER

IncomeWorks, developed exclusively for assessment professionals by Assessment Advisors, LLC, is a stand alone program in web based format that can be customized for Montgomery County, Alabama.

IncomeWorks is an innovative product that is protected by U.S. Patent #7,676,428.

The awarding of a U.S. Patent proves that IncomeWorks meets the two rigorous and comprehensive criteria required: 1) it is novel or "different from any device, system, or known method in the relevant technology area" and 2) it is non-obvious to one of ordinary skill in the art.

IncomeWorks is an income based local-market-specific commercial real estate evaluation model designed specifically to bring consistency and equity to the assessment of commercial, industrial, lodging, multifamily, office, and retail properties. IncomeWorks is a product and a process that collects and analyzes local lease-practices data. An assessor can input readily available information pertaining to a property and IncomeWorks will return an instant, income approach evaluation estimate based on local market data.

Copyright protection has been in place since development and the registration is updated to include enhancements. The name "IncomeWorks" and our crane logo are Registered Trademarks.

Assessment Advisors, LLC is the only provider of IncomeWorks.

Assessment Advisors, LLC (Timothy VanKirk, MAI, President and Linda Pedalino, MAI, Vice President) provide IncomeWorks, which is the only source for a real property market-value economic model that incorporates (1) a complete market survey of existing and proposed stock of commercial and industrial real property within jurisdictional boundaries, and (2) a complete calibration of those surveyed lease practices for the existing properties by type and sub-type, size, specific location, quality, functionality, and market appeal. The results of these exhaustive surveys automatically fuel the model to generate market-based assessments with minimal user inputs.

All other income systems provide only a template requiring Assessors to survey and then manually input all components of basic lease practices. IncomeWorks provides the local lease practices, professionally surveyed and calibrated to the specific jurisdiction real property stock, and pre-loaded into the models. IncomeWorks clients also receive consulting services from Assessment Advisors, LLC.

7-7



State of Alabama Department of Revenue

(www.revenue.alabama.gov)
50 North Ripley Street
Montgomery, Alabama 36132

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. EASTERLY
Secretary

November 17, 2005

MEMORANDUM

To: County Tax Assessors
County Revenue Commissioners
County Administrators

From: Bill Bass, Director
Property Tax Division

Subject: Contracts and Purchases Exempt from State Bid Law

There appears to be some confusion throughout the state as to what types of contracts and purchases may be exempt from the State Bid Law. The Department of Revenue has previously established the position that aerial photography, GIS/Mapping software, and conversion services are exempt from the State Bid Law. This position is based on the following established criteria:

Section 41-16-51(3) Code of Alabama 1975 exempts the following ... "Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part"... The Department of Revenue's position is the converting of paper maps to a digital format and the acquisition of photography according to the specifications and requirements of ADOR has always been considered a personal service. The companies and individuals that provide these services must possess a high degree of professional skill.

Section 41-16-51(8) Code of Alabama 1975 exempts the following ... "Purchases of manuscripts, books, maps, pamphlets, or periodicals"... Obviously photography and GIS/Mapping systems are maps that are in a digital format rather than paper or mylar. As stated earlier the conversion of paper or mylar maps to a digital format fits the definition of the "purchase of maps" and aerial photography procurement is exempt from the competitive bid law because it becomes an integral part of the preparation, production and making of maps.

Section 41-16-51(11) Code of Alabama 1975 exempts the following ... "Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software"... GIS/Mapping software is custom software that cannot be purchased "Off the Shelf" as you would Microsoft Office Suite, Lotus 123, Word Perfect or any number of software packages that one would normally find in a commercial outlet such as Office Depot, Circuit City, or Best Buy. GIS or

Mapping software is specifically written to meet certain specifications such as those contained in the Alabama Department of Revenue Mapping Standards and Specifications. The GIS or Mapping software must be customized to produce the maps the ADOR requires.

For several years the Department of Revenue and The Examiners of Public Accounts have agreed that the purchase of Photography and Geographic Information Systems (GIS) also referred to as mapping systems is exempt from the competitive bid law under one or more of the above referenced code sections.

The Department of Revenue after consulting with the Examiners of Public Accounts and with their approval reaffirms our position that the purchase of aerial photography and the planimetric detail, conversion of mylar maps to a digital format, and the purchase of GIS/Mapping software is not a bid item and can be treated as a professional services contract or the purchase of custom software. If a county chooses to bid for these services they certainly may but are not required to bid. The purchase of computer hardware in excess of \$7,500 remains subject to the State Bid Law.

If you have any questions concerning this matter, please feel free to contact this office at 333-242-1525.

PC: Mike Scorggins, Examiners of Public Accounts
Linda Barrontine, Examiners of Public Accounts

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

CLAY HENLEY
CHIEF APPRAISER
APPRAISAL DEPARTMENT

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



September 9, 2019

MEMORANDUM

TO: Commissioner Elton Dean, Sr., Chairman
Montgomery County Commissioners

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser *CH*

SUBJECT: Capture iPad Edition for BPP

I respectfully request your consideration and approval for the purchase of the Capture iPad Business Personal Property Software for the Appraisal Department. This software will allow our appraisers to function in a mobile environment, allowing them instant access to real time data while they are in the field. This will allow them to check values and make updates to property record cards and commit the value changes on site. The following is a full functionality list of Capture iPad Edition:

- Ability to download personal property account for field audits
- Ability to create a new account in the field
- Ability to take pictures in the field and associate with accounts
- Ability to create PP neighborhoods (on the server)
- Ability to manage workload and workflows for PP (on the server)
- Ability to add unlimited notes in the field
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to view maps in the field
- Ability to work without internet connection

The cost of the software is \$175,000, the implementation fee is \$25,000 and the yearly maintenance is \$40,000.

CH

Main Office
Downtown (Annex III)
101 S. Lawrence St.
Montgomery, AL 36104

East Office
5340B Atlanta Hwy.
Montgomery, AL 36109
(334) 272-9692

West Office
3075 Mobile Hwy.
Montgomery, AL 36108
(334) 262-4546

Appraisal and Mapping
131 S. Perry St.
Montgomery, AL 36104
(334) 832-1303

8-1

**MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104**

“Capture PP Mobile”

CONTRACTUAL AGREEMENT

With

**E-RING, INC.
3015 Windward Plaza
Suite 575
Alpharetta, GA 30005**

**MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE
PROFESSIONAL SERVICES AGREEMENT – SOFTWARE CONSULTATION AND CUSTOMIZATION**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by E-RING.COM, INC. (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and MONTGOMERY COUNTY COMMISSION, ALABAMA. Under the provisions of this Agreement, E-Ring shall devote such requisite equipment and personnel resources as are necessary to establish the Capture CAMA Edition Software system for the Montgomery County Revenue Commissioner's office. E-Ring shall make an earnest effort to complete the tasks listed below in the "Scope of Work" in a timely and efficient manner. The attached Software License Agreement and the Confidentiality and Cooperative Agreement inure to this agreement.

E-Ring and Montgomery County Commission intend that this Professional Service Agreement specifies the terms and conditions upon which E-Ring will provide professional consultation and customization of software to meet Montgomery County Revenue Commissioner's unique workflow and organizational environment. The Montgomery County Revenue Commissioner shall appoint a "project manager" as the primary point of contact until implementation is complete. Montgomery County Revenue Commissioner's project manager shall make an earnest effort to insure cooperation and availability of Montgomery County personnel and resources for all project installation and implementation related activities. The projected contract period is October 1, 2019 through December 1, 2019.

1. **SCOPE OF WORK.** The general scope of work and deliverables includes the following:

1.1 **Licensing and implementation of Capture PP Mobile Edition (See Exhibit A for details)**

2. **PAYMENT TERMS.** The firm fixed price for the Work described above is Two Hundred Thousand Dollars (\$200,000 – \$175K License Fee and \$25K implementation fees) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc, and the Montgomery County Revenue Commissioner.

3. **IMPLEMENTATION COMPLETE DATE.** Implementation is considered to be complete when the Montgomery County Revenue Commissioner and E-Ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation determines the date due for payment of any "Implementation Complete" line item in the schedule of deliverables to be agreed upon by the parties.

4. **PROPRIETARY RIGHTS.** Ownership of all work product resulting from the performance by E-Ring of the work specified herein, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

5. **AGREEMENT AND APPROVAL**

This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. This Agreement is the complete and exclusive agreement between the parties regarding the installation and implementation of the Capture CAMA Edition Software system in the Montgomery County Revenue Commissioner's office, and replaces any prior oral or written communications between the parties regarding these professional services.

This Agreement may be signed in multiple copies, each of which shall constitute the same instrument.

Agreed and Approved:

**MONTGOMERY COUNTY
COMMISSION**

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

E-RING, INC.

CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into by **E-RING.COM, INC.** (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and **MONTGOMERY COUNTY COMMISSION, ALABAMA**, an Alabama corporation ("Licensee").

E-Ring and Licensee agree as follows:

SECTION 1 LICENSE OF SOFTWARE

1.1. Grant of License. E-Ring grants to Licensee, and Licensee accepts from E-Ring, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, nontransferable, perpetual (except as may be terminated in accordance with Section 8) license to use the object code version of the Software and Documentation solely:

- (a) during the term of this Agreement;
- (b) on the Designated Operating System(s);
- (c) at the Site(s) of the Business Unit(s);
- (d) for use on the maximum number of servers and by the maximum number of users specified on Exhibit A; and
- (e) for Licensee's own internal business purposes relating to Licensee's business operations, and not for processing the data of any third party (whether on an outsourcing, service bureau, or other basis) (except in connection with the performance of Licensee's regular business, and not as a business itself), redistribution, remarketing or any other use.

1.2. Ownership of Software and Documentation. Except as otherwise expressly set forth in this Agreement, E-Ring retains all right, title and interest in and to the Software and Documentation in all forms and all copies and modifications of the Software and Documentation, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the Software or Documentation. Licensee is not acquiring any right, title or interest of any nature whatsoever in any Software or Documentation except the license to use the Software and Documentation granted under Section 1.1.

1.3. Term. Licensee's license to use the Software and Documentation will be effective until terminated in accordance with this Agreement.

1.4. Restrictions on Use. Licensee's use of the Software and Documentation is subject to the following restrictions:

- (a) Licensee will not use the Software or Documentation, or authorize or permit any other Person (and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue) to use the Software or Documentation, for any purpose other than those expressly authorized under Section 1.1. The sole exception to this restriction is for "Public Access" software on-line application or on computers designated and security restricted for use by public taxpayers.
- (b) Licensee will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any third party nor allow any third party to access or use the Software or Documentation, except as expressly provided in this Section 1.4.

(c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

(d) Licensee will not copy or duplicate by any means the Software, Documentation or any item included therein, without the prior written consent of E-Ring, except to the extent reasonably necessary to maintain backup or historical Documentation or to test, implement or use the Software. Licensee will cause all proprietary, confidential and copyright notices, markings or legends which appear on any item included in the Software and Documentation to be placed upon each such copy or duplication. The original and any copies of the Software will at all times remain the sole property of E-Ring.

(e) Licensee will maintain records identifying the location and identity of the Designated Operating System(s), or any replacement system, and any copies of the Software (including any backup or archival copy), which records will be subject to inspection by E-Ring during regular business hours upon reasonable advance notice.

(f) Licensee may not modify the Software, whether through the services of its own employees or of independent contractors (other than E-Ring), without the prior consent of E-Ring.

(g) In no event will Licensee export any Software or Documentation or use any Software or Documentation outside the United States without the prior written consent of E-Ring, which will not be unreasonably withheld, provided Licensee has provided evidence of its compliance with this Section 1.4(g). Licensee agrees to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority, at Licensee's sole expense, and not to export or re-export, or allow the export or re-export, of the Software or any Confidential Information or any copy or direct product thereof in violation of any such restrictions, laws or regulations, or in violation of the embargo provisions of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

(h) Licensee will not allow any Person who is not an employee and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue to access or use the Software or Documentation for any purpose without the prior written consent of E-Ring. Licensee's customers who use public access terminals in any of the Revenue Commissioner's offices are allowed access to the software.

1.5. Licensee Responsibility. Licensee is solely responsible for:

(a) Obtaining any software or products required for use of the Software, including a SQL server, any operating system software, database software, or third-party applications software.

(b) Taking reasonable backup precautions. E-Ring will not be responsible for loss of data or documentation, whether or not attributable to the Software.

1.6. Proprietary Legends. Licensee will retain all legends relating to copyright, trademarks, patents or confidentiality on the Software and Documentation, and Licensee, and any copies of the Software and Documentation made under this Agreement. Licensee will reproduce such notices on any permitted copies of the Software and the Documentation or any portion of the Software or Documentation.

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

2.1. E-Ring will provide Maintenance and Support Services to Licensee in accordance with Exhibit A hereto, subject to the terms and conditions specified in Part B of Exhibit A.

SECTION 3 LIMITED WARRANTIES AND REMEDIES

3.1. Limited Warranties. E-Ring warrants for the period that Licensee maintains a valid contract for maintenance of the Software, and provided Licensee is not in material breach of any of Licensee's obligations under this Agreement, that the Software, as delivered under this Agreement, will conform in all material respects to the Documentation for the current version of the Software, provided that (1) all software which is not Software, all firmware and all hardware products are operating in accordance with their respective specifications, and (2) Licensee is using the Software on the Designated Operating System(s) in a proper manner and in compliance with all operating instructions included in the Documentation.

3.2. Limited Warranties Not Applicable. Licensee will not have any rights with respect to warranties specified in this Section 3, and the warranties will be deemed not to apply to Licensee, to the extent that the failure of the Software to conform to the Documentation was caused by or results from any act or cause beyond the reasonable control of E-Ring.

3.3. Disclaimer of Additional Warranties. The warranties specified in section 3.1 are exclusive and in lieu of all other warranties. E-Ring expressly disclaims all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Licensee assumes all risks associated with operating the software (except as specifically provided in section 5 with respect to infringement of third party rights), and E-Ring does not warrant that the software will be error free or will meet licensee's specific needs.

3.4. Exclusive Remedies. If any of the warranties specified in Section 3.1 are breached, then the following terms will apply:

(a) Licensee will promptly notify E-Ring of the breach and any associated details reasonably requested by E-Ring in its attempt to remedy the problem. Licensee will cooperate with E-Ring in re-creating the conditions that existed at the time the Software failed, if reasonably requested by E-Ring.

(b) E-Ring will diligently and in good faith attempt to correct the reported defect by repairing or modifying the Software within a commercially reasonable period of time.

(c) If any defective portion of the Software causes the entire Software to fail in its essential purpose, and if E-Ring determines that E-Ring is unable to cure that defect by repairing or modifying the Software as provided in Section 3.4(b), then Licensee may elect to terminate its right to use the Software and Documentation and return all Software and Documentation to E-Ring and receive a full refund of the fees actually paid by Licensee as its sole and exclusive remedy.

(d) The foregoing remedies are exclusive and will be licensee's sole remedies with respect to any claim arising out of or relating to any breach of warranty or other failure of the software to operate as intended, whether based in contract, breach of warranty, tort or otherwise. E-Ring will not be liable to licensee for damages of any nature whatsoever, except to the extent of the refunds specified in this section 3.4.

SECTION 4 LIMITATION OF LIABILITY

4.1. In no event will E-Ring or licensee be liable to the other party or any other person for any indirect, incidental, special, punitive or consequential damages, including loss of profits, revenue, data, or use, incurred by either party(s) or any other person, whether in an action in contract, breach of warranty or tort, even if the other party(s) or any other person has been advised of the possibility of such damages. In no event will either party's liability for direct damages to the other party or any other person ever exceed all amounts paid by licensee under this agreement, regardless of the form of action, whether in

contract, negligence, tort or otherwise, except with respect to E-Ring's obligations under Section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

5.1. Indemnification by E-Ring. E-Ring will indemnify, defend and hold Licensee harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) arising out of any third-party claim that the Software infringes any copyright or United States patent right of any other party. E-Ring's obligation to indemnify Licensee under this Section 5 does not extend to any third-party software other than is part of the Software. E-Ring's obligation to indemnify Licensee is contingent upon Licensee promptly notifying E-Ring of any such claim, granting E-Ring the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with E-Ring in the defense of the claim (at the expense of E-Ring). E-Ring will have no obligation to Licensee under this Section 5 to the extent that the alleged infringement or violation is based upon (a) Licensee's use of the Software other than as set forth in this Agreement and in the Documentation; or (b) any modification to or alteration of the Software performed by anyone other than E-Ring; or (c) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee. At E-Ring's option, E-Ring may satisfy its entire obligation under this Section 5 by either: (x) modifying or replacing the Software so that it performs comparable functions without infringement; (y) obtaining a royalty-free license for Licensee to use the infringing Software; or (z) refunding to Licensee an amount equal to the fees paid with respect to the infringing Software, less the portion of the fees attributable to the period over which Licensee actually used the Software; provided that in any case E-Ring shall be liable for damages payable to a third-party as a result of its claim.

5.2. Indemnification by Licensee. Licensee will indemnify, defend and hold E-Ring harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) from any and all third party claims arising out of or relating to: (a) any products or services provided by Licensee through its use of the Software; (b) any use of the Software by Licensee, its employees or agents beyond the rights expressly granted to Licensee under this Agreement; (c) any modification to or alteration of the Software performed by anyone other than E-Ring; (d) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee (e) any other resources or items provided to E-Ring by Licensee or Licensee's agents; and (f) any statements, claims, representations, or warranties made by Licensee, its agents, and employees, relating to any deliverables or products of E-Ring, other than as authorized by E-Ring in writing or made in E-Ring's own writings. Licensee's obligation to indemnify E-Ring is contingent upon E-Ring promptly notifying Licensee of any such claim, granting Licensee the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with Licensee in the defense of the claim (at the expense of Licensee).

5.3. Defense of Indemnified Claims. Each Party will have the sole right to defend or settle any claim indemnified by it under this Section 5. The indemnified Party will have right to participate with the indemnifying Party in the defense or appeal of any such claim or judgment, at the indemnified Party's option and at the indemnified Party's own expense (such expense not being indemnified by the indemnifying Party), but the indemnifying Party will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action. Notwithstanding the foregoing, the indemnifying Party may not enter into any settlement that involves any agreement by the indemnified Party to do anything other than to cease to use the infringing materials or that involves any admission of guilt by the indemnified Party without the indemnified Party's consent.

5.4. This Section 5 states E-Ring's entire obligation to licensee regarding any infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right of any other person.

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

- (a) use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;
- (b) copy any part of the Confidential Information or disclose any part of the Confidential Information to any Person other than Recipient's employees who need the information to perform their duties;
- (c) authorize or permit any such employee to use or disclose any part of the Confidential Information in violation of this Agreement;
- (d) reverse engineer, de-compile or disassemble any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering, de-compiling or disassembling; or
- (e) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other Person in doing so.

6.2. Exclusions. The Recipient's obligations under this Agreement will not apply to any portion of the Confidential Information that:

- (a) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement;
- (b) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; or
- (c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to Disclosing Party.
- (d) Recipient subsequently develops without any use of or reference to the Confidential Information.

6.3. Disclosure Pursuant to Legal Process. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Recipient will cooperate fully with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Recipient will disclose only that portion of the Confidential Information that is legally required to be disclosed.

6.4. Enforcement. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Recipient breach its obligations under this Section 6 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 6 by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under this Agreement will be construed to be a waiver of that right nor of the right to assert a claim with respect to any future breach of this Agreement.

6.5. Return of Confidential Information. Upon request by the Disclosing Party, the Recipient will return any portion of the Confidential Information that Recipient no longer has the right to use, including all copies of that Confidential Information, and all abstracts, summaries or documents produced using that Confidential Information, or, if so directed by the Disclosing Party in writing, the Recipient will destroy all copies of that Confidential Information (including abstracts, summaries or documents produced using that Confidential Information) and will certify to the Disclosing Party in writing that all copies, abstracts, summaries and documents have been destroyed.

6.6. Source Code. If Licensee is authorized by E-Ring to obtain a copy of the Source Code, such Source Code will be included in the definition of Software set forth in Section 10 of this Agreement and will be subject to all provisions and limitations of this Agreement.

SECTION 7 DISPUTE RESOLUTION

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

SECTION 8 BREACH; TERMINATION

8.1. Termination of License. Licensee's license to use the Software and Documentation will be effective until terminated in accordance with the express provisions of this Section 8.

8.2. Termination by Licensee or E-Ring. Licensee may terminate the license for convenience at any time after the implementation is complete in accordance with Section 3 of the Montgomery County Property Tax Administration System Software Professional Services Agreement - Software Consultation And Customization, executed by E-Ring and Licensee as of even date herewith, provided that Licensee must provide written notice thereof to E-Ring not less than thirty (30) days prior to the effective date of such termination. Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

8.3. Effect of Termination. Upon termination, Licensee will discontinue the use of and will return to E-Ring all copies of the Software and related Documentation and will destroy, and document in writing such destruction of, any embodiments of these materials stored in or on a reusable electronic or similar medium, including memory, disk packs, tapes, and other peripheral devices. Termination will not relieve Licensee from its obligation to pay any and all fees that are owed by Licensee under this Agreement.

8.4. Survival. The provisions of this Agreement that by their terms are meant to survive termination or expiration of this Agreement, including without limitation Sections 1.2, 1.4, 4.1, 5, 6, 7, 8, 9 and 10 of this Agreement; Section 3 of Part A of Exhibit A; and Sections 7 through 10 of Part B of Exhibit A, will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1. **Governing Law.** This Agreement is governed by the laws of the State of Alabama, without reference to Alabama's choice of law provisions. Each Party hereby consents to the jurisdiction of any federal or state court within the State of Alabama.

9.2. **Notices.** All notices, communications and deliveries under this Agreement must be made in writing signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the respective representatives specified in the Notices paragraph on Exhibit A.

9.3. **Severability; No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

9.4. **No Assignment.** Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

9.5. **Force Majeure.** Neither Party will be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

9.6. **Effect of This Agreement.** This Agreement constitutes the complete understanding between the Parties with respect to the terms and conditions set forth in this Agreement and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement will control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment or other written form. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties.

9.7. **Compliance with Laws.** Each Party will comply with all federal, state and local laws, statutes, rules and regulations applicable to the performance of their rights and obligations under this Agreement.

9.8. **Relationship of the Parties.** For all purposes, E-Ring and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. No Party is, nor will either Party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other Party.

9.9. **Non-solicitation of Employees.** During the term of this Agreement and for a period of one (1) year thereafter, neither Party will solicit the employment of any employee of the other Party involved in the performance of this Agreement or the delivery of services without the express written consent of such other Party; provided that neither Party shall be prohibited hereby from hiring any person who is an employee of the other Party who responds to general "help wanted" advertisements published in newspapers or other broadly circulated media.

9.10. **Publicity.** Neither Party shall make any public announcements or issue any press releases regarding the terms of this Agreement or using the name of the other Party without the prior written consent of the other Party, which will not be unreasonably withheld. The Parties may issue a joint press release within a reasonable period of time after the Effective Date, to be mutually agreed upon by the Parties.

9.11. **Interpretation of Agreement.** The following rules of interpretation must be applied in interpreting this Agreement: (1) the section and subsection headings used in this Agreement are for

reference and convenience only, and will not enter into the interpretation of this Agreement, (2) all references to Sections and Exhibits are to Sections in this Agreement and Exhibits to this Agreement, as the case may be, (3) the provisions of the Exhibits are incorporated in this Agreement, and (4) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation".

SECTION 10 DEFINITIONS

10.1. **"Confidential Information"** means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

10.2. **"Business Unit(s)"** means Licensee, its subsidiaries, divisions or other units of business operation, as designated on Exhibit A.

10.3. **"Designated Operating System(s)"** means the computer operating system and database software, if applicable, designated on Exhibit A, or any operating system to which an exchange is allowed under Part B of Exhibit A, if applicable.

10.4. **"Documentation"** means all operator and user manuals, education materials, guides, listings, specifications and other materials, including on-line information and materials, relating to the use of the Software delivered to Licensee as described in Exhibit A.

10.5. **"Effective Date"** means the date on which this Agreement have been executed by both E-Ring and Licensee, as indicated on the signature page to this Agreement.

10.6. **"Maintenance and Support Services"** means the software maintenance and support services furnished by E-Ring with respect to the Software, as contemplated under Section 2.

10.7. **"Maintenance Fees"** means the fees payable by Licensee for Maintenance and Support Services, as specified in Exhibit A.

10.8. **"Party"** means E-Ring or Licensee, individually, and "Parties" means E-Ring and Licensee, collectively.

10.9. **"Person"** means any individual, corporation, limited liability company, partnership, trust or other legal entity.

10.10. **"Site(s)"** means the physical location(s) of the Business Units. A Site may contain more than one business operation (plant and warehouse). All Sites must be a part of the Business Unit's operations.

10.11. **"Software"** means the computer programs and data in machine-readable form specifically listed as Software on Exhibit A, together with any error corrections, updates, modifications or enhancements thereto furnished by E-Ring in connection with the Maintenance and Support Services or otherwise.

10.12. **"Source Code"** means the human readable form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media on which it is stored, and intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

Exhibit A
CAPTURE ONLINE MODULES SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The **Software** consists of the following:

Capture PP Mobile

With the following functionality:

- Ability to download personal property account for field audits
- Ability to create a new account in the field
- Ability to take pictures in the field and associate with accounts
- Ability to create PP neighborhoods (on the server)
- Ability to manage work load and workflows for PP (on the server)
- Ability to add unlimited notes in the field
- Ability to close flags while in the field
- Ability to synch up to Capture server
- Ability to view maps in the field
- Ability to work without internet connection

2. BUSINESS UNIT(S)

The authorized Business Unit is **Montgomery County Revenue Commissioner, Montgomery County, Alabama** hereinafter referred to as "Licensee".

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

The Software may be installed on one production server and one test server owned or operated by or on behalf of the authorized Business Unit, except that Licensee may copy the Software as necessary solely for disaster recovery testing and back-up purposes in accordance with Section 1.4 of the Software License Agreement

Maintenance and Support

The amount of the Maintenance Fee shall be \$40,000 per year. The first Maintenance Fee payment will be due on Jan 1, 2020.

Professional Services

Professional services associated with the installation, implementation, customization or modifications of any kind related to the software are not included in the maintenance fee.

4. DESIGNATED OPERATING SYSTEM(S)

IPAD:	Apple IPAD with 64 GB memory

The operating platform configuration used in connection with the Software may affect its ability to perform as designed. E-Ring strongly recommends that Licensee submit in advance Licensee's proposed changes to operating platform configuration for E-Ring's review and approval.

5. MAINTENANCE TERM AND FEES

Maintenance Term:

The Maintenance Term will commence upon the date specified in Section 3 of Part A of this Exhibit A and will end one year thereafter. The Maintenance Term will continue to be subject to annual extension as provided in Section 3 of Part B of this Exhibit A.

Software Maintenance Fee:

The Maintenance Fee for the Software for the first two Maintenance Terms is set forth in Section 3 of Part A of this Exhibit A. Beyond this period E-Ring reserves the right to increase (not to exceed 5% per year) the annual Maintenance Fees payable for any subsequent renewal Maintenance Term by giving Licensee prior written notice of the price increase at least sixty (60) days prior to the beginning of the renewal Maintenance Term.

6. PAYMENT OF MAINTENANCE FEES

Maintenance Fees are due and payable in advance on an annual basis, with the first payment due and payable as described in Section 3 of this Exhibit A. Any fees or expenses relating to Maintenance Services, but not included in the Maintenance Fees, as described in Part B of this Software Maintenance and Support Services Agreement, will be due and payable when and as the services are rendered or expenses incurred, as invoiced by E-Ring. E-Ring reserves the right to require prepayment or advance deposit of such fees and expenses.

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

1. **Scope of Maintenance and Support Services.** E-Ring will furnish Maintenance and Support Services (the "Maintenance and Support Services") during the Maintenance Term as follows:

1.1. **Error Correction-Software.** E-Ring will keep the Software performing in conformity with the Documentation in all material respects and will correct verifiable and reproducible Errors related to the Software when reported to E-Ring in accordance with the Technical Support Procedures. An Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

1.2. **Incidence-Based Support.** E-Ring will maintain a telephone hot-line and electronic support Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Standard Time to receive inquiries from designated representatives of Licensee ("Designated Representatives") regarding use and operation of the Software for the Support Fees set forth on Part A of Exhibit A of the License Agreement.

1.3. **New Releases.** E-Ring may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Enhancements to Licensees who generally have maintenance and support agreements in effect. E-Ring will provide Licensee with one (1) copy of each new Release of the Software for each copy of the Software under maintenance, without additional charge. E-Ring will provide reasonable telephone assistance to help Licensee install and operate each new Release of the Software. Because Releases of the Software are cumulative, a Release of the Software may be useful only if Licensee has obtained and installed all prior applicable Releases of the Software.

1.4. **Staff.** E-Ring will maintain a trained staff of individuals with appropriate training and experience capable of rendering the Maintenance and Support Services in a professional, timely, competent and businesslike manner.

1.5. **Compatibility Modifications.** E-Ring will provide to Licensee modifications to the Software necessary to maintain the Software current with updates and releases of Designated Operating System software and related utility software with which the Software is licensed to operate.

1.6. **Support for Current Releases.** E-Ring will provide Maintenance and Support Services only for the current Release of the Software being licensed by E-Ring (the "Current Release") and the Release of the Software (excluding releases which are only Error Corrections to the Software) immediately preceding the Current Release.

1.7. **Minimal Interruptions.** E-Ring will perform the Maintenance and Support Services in a manner that minimizes interruptions in the availability or functioning of the Software.

2. **Excluded Services.** The Maintenance and Support Services do not include the following:

2.1. **New Modules.** E-Ring may, from time to time, offer New Modules to its Licensees, for an additional charge.

2.2. **Additional Custom Enhancements.** If Licensee requests additional custom Enhancements to the Software or other additional services pertaining to the Software (such as report-formatting assistance), such services, if provided, would be provided for an additional fee and would be subject to the terms and conditions specified in Section 13 below (Other Professional Services).

2.3. **Back-Level Support.** If Licensee chooses not to install any Release of the Software, E-Ring will, at Licensee's request, use its commercially reasonable efforts to maintain versions of the Software prior to the Current Release (and the Release of the Software immediately preceding the Current Release), subject to an additional charge, and subject to availability of E-Ring technical support staff.

3. **Term.** The initial maintenance term for the Software (the "Maintenance Term") is specified in Part A Section 5 of this Agreement. The Maintenance Term will automatically renew after the initial term for subsequent terms of one (1) year each, unless and until either Party gives the other Party at least thirty (30) days' written notice of termination prior to the end of the then-current term.

4. **Cooperation of Licensee.** Licensee agrees to notify E-Ring promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by E-Ring, to submit to E-Ring (to the extent reasonably available) a listing of output and any other data that E-Ring may reasonably require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

5. **Exceptions.** The following matters are not covered by or included in the Maintenance and Support Services:

5.1 Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the Software;

5.2 Any problem caused by modifications in any version of the Software not made or authorized by E-Ring;

5.3 Any problem resulting from programming other than the Software;

5.4 Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by E-Ring; or

5.5 Errors in any version of the Software other than the Current Release or the Release of the Software immediately preceding the Current Release, provided that E-Ring will continue to support superseded Releases of the Software for a reasonable period of time, not to exceed ninety (90) days, sufficient for Licensee to implement the newest Release of the Software. Licensee will be responsible for and will pay E-Ring's normal charges and expenses as set forth herein for time or other resources provided by E-Ring to diagnose or attempt to correct any problem described in this Section 5. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, networks, telephone lines, communications interfaces, and other hardware necessary to operate the Software. E-Ring will not be responsible for delays caused by events or circumstances beyond its reasonable control.

6. **Maintenance Fees and Expenses.** The Maintenance Fees are specified in Part B of Exhibit A to this Agreement. Maintenance Fees do not include travel and living expenses or fees and expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware, third-party software licenses, third-party software maintenance and support fees or operating system upgrades.

7. **Use and Restrictions.** Error Corrections, Enhancements, or Releases (or any other programming provided by E-Ring, regardless of its form or purpose) will be considered Software for purposes of Section 1 of the Agreement and will be subject to the rights and restrictions specified in Section 1 of the Agreement. E-Ring will have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining to those works), subject only to the license expressly granted to Licensee in Section 1 of the Agreement. Unless otherwise agreed, Licensee is entitled to make and use only the number of copies of such works as Licensee is authorized to use of the Software to which they relate, and Licensee agrees to return or destroy, as requested by E-Ring, superseded copies when replaced by such works.

8. **Limited Warranty.** E-Ring represents and warrants that all services to be performed by E-Ring as contemplated under Exhibit A of the License Agreement, including Maintenance and Support Services and additional services described in Section 2 of Part B of Exhibit A, will be performed in a competent and workmanlike manner by individuals of appropriate training and experience. The warranty specified in the preceding sentence is exclusive and in lieu of all other warranties. Except as expressly set forth in this section 8, E-Ring specifically disclaims any other warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

9. **Default.** If E-Ring breaches its obligation to perform the Maintenance and Support Services in accordance with the warranty set forth in Section 8 of Part B of Exhibit A of the License Agreement, and E-Ring fails to cure the breach within thirty (30) days after written notice of the breach is given by Licensee to E-Ring, Licensee will have the right to terminate the Maintenance and Support Services, in which case E-Ring must refund to Licensee within ten (10) days of such termination a pro rata portion of the Maintenance Fees pre-paid for the applicable period of coverage. If Licensee fails to pay any undisputed fees or charges due to E-Ring or otherwise fails to carry out any other material obligation of Licensee, then E-Ring may, at its option, in addition to other available remedies, terminate this Agreement, provided that it first gives Licensee thirty (30) days' prior written notice in order to permit Licensee to cure Licensee's default. In addition, maintenance coverage and Licensee's obligations to make payments of Maintenance Fees will automatically terminate with respect to any copies of Software that are no longer licensed for use under the Agreement.

10. **Limitation of Liability.** The cumulative liability of E-Ring for all claims relating to any services provided by E-Ring as contemplated under Part B of Exhibit A of the License Agreement, including maintenance and support service, whether in contract, tort, or otherwise, will in no event exceed the total amount of all maintenance fees paid to E-Ring during the then current annual term. In no event will either party be liable to the other party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either party or any third party, even if such party has been advised of the possibility of such potential loss or damage.

11. Technical Support Procedures. E-Ring will furnish Licensee with a current version of E-Ring's Technical Support Procedures. The Technical Support Procedures may be amended by E-Ring from time to time.

12. Definitions.

12.1 "Enhancement" means any modification or addition to the Software that changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction or New Module. Enhancements to the Software are included in the Maintenance and Support Services at no additional charge.

12.2 "Error" means any failure of the Software to conform to its Documentation in any material respect.

12.3 "Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into conformity with its Documentation in all material respects or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

12.4 "Module" or "New Module" means a module related to the Software which contains business logic not offered or contained in the then-current version of the Software and is offered by E-Ring as a separate option or feature and is priced separately. New Modules are not included in the Maintenance and Support Services and are subject to a separate charge.

12.5 "Release" means a new version of the Software that includes Error Corrections and/or Enhancements.

12.6 "Technical Support Procedures" means the E-Ring's Technical Support Procedures, as amended by E-Ring from time to time. The Technical Support Procedures may be amended by E-Ring from time to time upon written notice to Licensee.

All other capitalized terms used in this Exhibit have the meaning given to them in the License Agreement.

13. OTHER PROFESSIONAL SERVICES. E-Ring shall have no obligation to provide any Professional Services to Licensee except those described in Section 1, but may elect to do so in accordance with the provisions of this Section 13 and all other applicable terms and conditions of this Agreement:

13.1 Service Requests. In the event that Licensee desires E-Ring to provide additional Professional Services, Licensee shall submit to E-Ring a written service request, including, if applicable, (1.) descriptions and/or specifications of the requested services and all associated deliverables, and (2.) the time schedule for performance of such and for delivery of any deliverables.

13.2 Price Quotes. If E-Ring desires to provide the Professional Services described in a particular service request, E-Ring shall provide Licensee with a price quote for the same, which shall be based on E-Ring's then-current hourly labor rates or any other pricing structure deemed appropriate by E-Ring. Unless otherwise specified in a particular price quote, all prices for Professional Services will be exclusive of all reasonable travel, lodging, per-diem and other out-of-pocket expenses incurred by personnel of E-Ring (including E-Ring's subcontractors) in performing such Professional Services.

13.3 Acceptance of Quote. Upon acceptance by Licensee of any quote provided by E-Ring for the performance of Professional Services, E-Ring shall make an earnest effort to complete said Professional Services in a timely and efficient manner. Following any such acceptance by Licensee, any changes affecting the scope or cost of the requested Professional Services will be implemented by a written change order, which must be mutually agreed upon and executed by both Parties.

13.4 Proprietary Rights. Ownership of all work product resulting from the performance of Professional Services by E-Ring, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

The signatures below attest to the Capture CAMA Edition Software License Agreement and Maintenance and Support Services Agreement between the Montgomery County Alabama Commission and E-Ring, Inc.

Accepted and Approved:

**MONTGOMERY COUNTY
COMMISSION ALABAMA**

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

Company: E-Ring, Inc.
Address: 3015 Windward Plaza.
Suite 575
Alpharetta, GA 30005
Attention: Raj Radhakrishnan
Telephone: 256-772-3464
Facsimile: 256-772-8464

Notices to Licensee should be addressed as follows:

Licensee: Montgomery County Revenue Commissioner
Address: P.O. Box 1667
Montgomery, AL 36102-1667
Attention: Janet Buskey
Telephone: 334-832-1250
Facsimile: 334-832-1644

MEMORANDUM

TO: Donald L. Mims, County Administrator
FROM: Khristie Davis, Buyer
DATE: September 12, 2019
RE: Invitation to Bid No. 53000-19B-027
Concrete Pipe

Request approval of award on the above referenced Invitation to Bid to Foley Products Company for Concrete Pipe, Class III and Class IV in the amount of \$9,503.14, based on unit pricing; Alabama Pipe and Supply Company, Inc., 3:1 Bevel Cut Pairs and the Polyethylene Life Hole Plugs ("Popits") in the amount of \$3,833.00, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with George Speake, County Engineer.

Attachment

CONCRETE PIPE BID ANALYSIS

9/10/2019

		Foley	AL Pipe & Supply			Foley	AL Pipe & Supply			Foley	AL Pipe & Supply
Size Round (in.)		CL III Round	CL III Round			CL IV Round	CL IV Round			3:1 Bevel Round	3:1 Bevel Round
12		\$ 14.55	\$ 14.55			\$ 15.70	\$ 15.70			\$ -	\$ -
15		\$ 14.55	\$ 15.58			\$ 15.70	\$ 17.92			\$ 370.00	\$ 370.00
18		\$ 16.80	\$ 18.35			\$ 18.15	\$ 21.10			\$ 387.00	\$ 387.00
24		\$ 24.75	\$ 25.47			\$ 26.82	\$ 29.29			\$ 497.00	\$ 497.00
30		\$ 35.50	\$ 38.70			\$ 38.52	\$ 48.38			\$ 525.00	\$ 525.00
36		\$ 46.60	\$ 51.50			\$ 50.46	\$ 64.38			\$ 575.00	\$ 575.00
42		\$ 59.80	\$ 70.50			\$ 64.83	\$ 88.13			\$ -	\$ -
48		\$ 82.40	\$ 93.90			\$ 88.93	\$ 117.38			\$ -	\$ -
54		\$ 107.00	\$ 107.00			\$ 115.03	\$ 115.03			\$ -	\$ -
60		\$ 136.10	\$ 141.72			\$ 147.43	\$ 184.24			\$ -	\$ -
66		\$ 196.50	\$ 196.50			\$ 221.62	\$ 221.62			\$ -	\$ -
72		\$ 181.00	\$ 214.68			\$ 194.58	\$ 279.08			\$ -	\$ -
78		\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
84		\$ 312.50	\$ 312.50			\$ 352.44	\$ 352.44			\$ -	\$ -
96		\$ 417.00	\$ 393.04			\$ 491.85	\$ 510.95			\$ -	\$ -
SUBTOTAL		\$ 1,645.05	\$ 1,693.99			\$ 1,842.06	\$ 2,065.64			\$ 2,354.00	\$ 2,354.00
		Foley	AL Pipe & Supply			Foley	AL Pipe & Supply			Foley	AL Pipe & Supply
Size Arch (in.)	Round Equiv.	CL III Arch	CL III Arch			CL IV Arch	CL IV Arch			3:1 Bevel Arch	3:1 Bevel Arch
18X11	15	\$ 23.00	\$ 25.15			\$ 24.50	\$ 28.92			\$ 456.00	\$ 456.00
22X13.50	18	\$ 26.40	\$ 27.07			\$ 28.20	\$ 31.13			\$ 501.00	\$ 501.00
28.5x18	24	\$ 37.40	\$ 38.57			\$ 39.96	\$ 44.36			\$ 522.00	\$ 522.00
36.25x22.50	30	\$ 53.10	\$ 51.86			\$ 56.70	\$ 64.83			\$ -	\$ -
43.75X26.63	36	\$ 70.65	\$ 69.73			\$ 74.44	\$ 87.16			\$ -	\$ -
51.12X31.31	42	\$ 96.10	\$ 98.90			\$ 102.36	\$ 109.88			\$ -	\$ -
58.50X36	48	\$ 123.90	\$ 114.55			\$ 131.66	\$ 143.19			\$ -	\$ -
65X40	54	\$ 141.45	\$ 133.93			\$ 150.68	\$ 150.68			\$ -	\$ -
73X45	60	\$ 177.60	\$ 166.93			\$ 188.70	\$ 188.70			\$ -	\$ -
88X54	72	\$ 228.75	\$ 228.75			\$ 242.48	\$ 242.48			\$ -	\$ -
102X62	84	\$ -	\$ -			\$ -	\$ -			\$ -	\$ -
SUBTOTAL		\$ 978.35	\$ 955.44			\$ 1,039.68	\$ 1,091.33			\$ 1,479.00	\$ 1,479.00
"Popit" Lift Hole Plugs		\$ 165.00	\$ 2.00								
Note: Shaded cells indicate "No Bid" items											
BID SUMMARY		Foley	AL Pipe & Supply								
Round CL III		\$ 1,645.05	\$ 1,693.99								
Round CL IV		\$ 1,842.06	\$ 2,065.64								
Arch CL III		\$ 978.35	\$ 955.44								
Arch CL IV		\$ 1,039.68	\$ 1,091.33								
Round 3:1 Bevel		\$ 2,354.00	\$ 2,354.00								
Arch 3:1 Bevel		\$ 1,479.00	\$ 1,479.00								
"Popits"		\$ 165.00	\$ 2.00								
TOAL		\$ 9,503.14	\$ 9,641.40			Low Bidder is Foley Products Company at \$9,503.14					

9-2

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID # 1			BID # 2			BID # 3			BID # 4		
INVITATION TO BID NO: 53000-19B-027					Foley Products Company P.O. Box 2447 Columbus, GA 31902 bhowell@foleyproducts.com Ph. No. 706-583-7882 Fax No. 706-569-4452			Alabama Pipe & Supply Company, Inc. 5721 Highway 90 West Theodore, AL 36582 bill@alabamapipe.com Ph. No. 251-653-1399 Fax No. 251-653-1279								
DATE ISSUED: August 13, 2019																
DATE OPENED: August 27, 2019																
REQUESTING DEPARTMENT: Engineering Department																
TERMS OF PAYMENT / DISCOUNT:																
DELIVERY DATE:																
ITEM NO.	DESCRIPTION OF ITEM		Units	QTY	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair
	Size	Arch Equiv. to Round														
1	12"			1	\$ 14.55	\$ 15.70	NO BID	NO BID	NO BID	NO BID						
2	15"			1	\$ 14.55	\$ 15.70	NO BID	\$ 15.58	\$ 17.92	\$ 370.00						
3	18"			1	\$ 16.80	\$ 18.15	NO BID	\$ 18.35	\$ 21.10	\$ 387.00						
4	24"			1	\$ 24.75	\$ 26.82	NO BID	\$ 25.47	\$ 29.29	\$ 497.00						
5	30"			1	\$ 35.50	\$ 38.52	NO BID	\$ 38.70	\$ 48.38	\$ 525.00						
6	36"			1	\$ 46.60	\$ 50.46	NO BID	\$ 51.50	\$ 64.38	\$ 575.00						
7	42"			1	\$ 59.80	\$ 64.83	NO BID	\$ 70.50	\$ 88.13	NO BID						
8	48"			1	\$ 82.40	\$ 88.93	NO BID	\$ 93.90	\$ 117.38	NO BID						
9	54"			1	\$ 107.00	\$ 115.03	NO BID	NO BID	NO BID	NO BID						
10	60"			1	\$ 136.10	\$ 147.43	NO BID	\$ 141.72	\$ 184.24	NO BID						
11	66"			1	\$ 196.50	\$ 221.62	NO BID	NO BID	NO BID	NO BID						
12	72"			1	\$ 181.00	\$ 194.58	NO BID	\$ 214.68	\$ 279.08	NO BID						
13	78"			1	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID						
14	84"			1	\$ 312.50	\$ 352.44	NO BID	NO BID	NO BID	NO BID						
15	96"			1	\$ 417.00	\$ 491.85	NO BID	\$ 393.04	\$ 510.95	NO BID						
16	18" x 11"	15"		1	\$ 23.00	\$ 24.50	NO BID	\$ 25.15	\$ 28.92	\$ 456.00						
17	22" x 13-1/2"	18"		1	\$ 26.40	\$ 28.20	NO BID	\$ 27.07	\$ 31.13	\$ 501.00						
CONTINUED																

Notes:

Bidder No. 1 Foley Products \$35.00 Fuel Surcharge per Load. Loads less than 15 tons will incur minimum load fee of \$150.00. **C-Wall on Size 66", 84"& 96"
 Bidder No. 2 Alabama Pipe & Supply - all prices are based on shipping full truckloads.

9-3

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:					BID #1			BID # 2			BID # 3			BID # 4		
INVITATION TO BID NO: 53000-19B-027					Foley Products Company P.O. Box 2447 Columbus, GA 31902 bhowell@foleyproducts.com Ph. No. 706-563-7882 Fax No. 706-569-4452			Alabama Pipe & Supply Company, Inc. 5721 Highway 90 West Theodore, AL 36582 bill@alabamapipe.com Ph. No. 251-653-1399 Fax No. 251-653-1279								
DATE ISSUED: August 13, 2019																
DATE OPENED: August 27, 2019																
REQUESTING DEPARTMENT: Engineering Department																
TERMS OF PAYMENT / DISCOUNT:																
DELIVERY DATE:																
ITEM NO.	DESCRIPTION OF ITEM		Units	QTY	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair	Class III Per Foot	Class IV Per Foot	3:1 Bevel Cut Per Pair
	Size	Arch Equiv. to Round														
18	28-1/2" x 18"	24"		1	\$ 37.40	\$ 39.96	NO BID	\$ 38.57	\$ 44.36	\$ 522.00						
19	36-1/4" x 22 1/2"	30"		1	\$ 53.10	\$ 56.70	NO BID	\$ 51.86	\$ 64.83	NO BID						
20	43-3/4"x 26-5/8"	36"		1	\$ 70.65	\$ 74.44	NO BID	\$ 69.73	\$ 87.16	NO BID						
21	51-1/8" x 31-5/16"	42"		1	\$ 96.10	\$ 102.36	NO BID	\$ 87.90	\$ 109.88	NO BID						
22	58-1/2" x 36"	48"		1	\$ 123.90	\$ 131.66	NO BID	\$ 114.55	\$ 143.19	NO BID						
23	65" x 40"	54"		1	\$ 141.45	\$ 150.68	NO BID	\$ 133.93	NO BID	NO BID						
24	73" x 45"	60"		1	\$ 177.60	\$ 188.70	NO BID	\$ 166.93	NO BID	NO BID						
25	88" x 54"	72"		1	\$ 228.75	\$ 242.48	NO BID	NO BID	NO BID	NO BID						
26	102" x 62"	84"		1	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID						
27	Polyethylene Lift Hole Plugs ("Popits") or Approved Equal 75/Bx		box	1	\$ 165.00			\$ 2.00								
	16 Bids Emailed															
TOTAL					\$2,788.40	\$2,881.74	\$ -	\$1,781.13	\$1,870.32	\$3,833.00						

h-6

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of October 2019, between Foley Products Company, Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

WITNESSETH

WHEREAS, Foley Products Company owns and operates a business and agrees to furnish Concrete Pipe, Class III and Class IV for Montgomery County Commission, Engineering Department, as needed, in accordance with all provisions of Invitation to Bid No. 53000-19B-027, as issued by the Montgomery County Commission on August 13, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Foley Products Company and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 7, 2019 and ending October 6, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Foley Products Company upon request by Montgomery County Commission.
4. That Montgomery County Commission or Foley Products Company may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Foley Products Company shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Foley Products Company agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Foley Products Company, death or damages to property and

without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Foley Products Company agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Foley Products Company also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Foley Products Company.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of October 2019.

WITNESS:

FOLEY PRODUCTS COMPANY

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of October 2019, between Alabama Pipe and Supply Company, Inc., Montgomery, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Alabama Pipe and Supply Company, Inc. owns and operates a business and agrees to furnish Concrete Pipe, 3:1 Bevel Cut Pairs and Polyethylene Lift Hole Plus (Popits) for Montgomery County Commission, Engineering Department, as needed, in accordance with all provisions of Invitation to Bid No. 53000-19B-027, as issued by the Montgomery County Commission on August 13, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Alabama Pipe and Supply Company, Inc. and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 7, 2019 and ending October 6, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Alabama Pipe and Supply Company, Inc. upon request by Montgomery County Commission.
4. That Montgomery County Commission or Alabama Pipe and Supply Company, Inc. may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Alabama Pipe and Supply Company, Inc. shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Alabama Pipe and Supply Company, Inc. agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs,

legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Alabama Pipe and Supply Company, Inc., death or damages to property and without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Alabama Pipe and Supply Company, Inc. agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Alabama Pipe and Supply Company, Inc. also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Alabama Pipe and Supply Company, Inc..
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of October 2019.

WITNESS:

ALABAMA PIPE AND SUPPLY COMPANY, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____



Office of Public Affairs

P.O. Box 1667
Montgomery, AL 36102
(334) 832-1270

Thursday, September 12, 2019

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: Hannah Hawk 
Manager of Public Affairs

SUBJECT: Acquisition of software to modernize County Commission meetings

Montgomery County Commission continues to work towards transparency and efficiency for the citizens we serve. In order to provide an easier and more engaging system for commission meetings, I propose the County Commission obtain Diligent's iCompass Meeting Manager Pro software. This includes video management software providing access to meetings from anywhere, on any device with the latest in commission video webcasting technology. The software allows to video time stamp agenda and minutes, generate closed captioning automatically, and include video player in agendas and minutes so viewers can easily watch the meeting and see what's coming next. iCompass will improve all aspects of Commission Meetings through a reduction in manual tasks, increased collaboration and comprehensive mobile friendly access to agendas, minutes and decisions. Through several automated features, Montgomery County can provide citizens with an up-to-date, mobile friendly web portal that they can use to review agenda packets, minutes and search by keyword for information on issues in the community. Commissioners will receive agendas and minutes electronically via individual tablets. Commissioners will also cast their vote with one-touch using their tablet and the results will instantly display in real time.

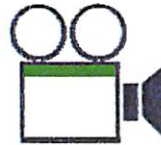
iCompass is part of Diligent, the pioneer in modern governance. It is a highly secure, collaborative agenda and meeting management software. Diligent is trusted by more than 16,000 organizations around the world including over 100 organizations in Alabama such as the Retirement Systems of Alabama, Alabama State Personnel Board, BBVA and Coca Cola Bottling Company. From communities of 500 to over 2 million in population, Diligent is widely acknowledged as the go-to for local government and public sector leaders.

The cost for iCompass Meeting Manager Pro software is an annual fee of \$28,150 and a one-time fee of \$1,000 for agendas and minutes migration. Estimated timeframe once approved is 3 – 5 months for complete implementation. We are currently working with IS on video and audio enhancements to the Commission Chambers and Conference Room.



iCompass

A DILIGENT BRAND



Governance That Benefits The Community

Proposal for: Montgomery County, AL

Prepared for: Florence M. Cauthen
Deputy Administrator

Date: July 8, 2019

Prepared by: Josh Fruecht, MPA, CMC
eGovernance Advisor
jfruecht@diligent.com
407-900-6944



Table of Contents

iCompass Overview	3
Modern Governance Solutions	5
Meeting Manager Pro	6
AgendaNotes.....	7
Digital Voting	8
Board Manager	9
Video Manager HD	10
Support	11
Pricing	13

10-3



iCompass Overview

Our Promise To You

We focus on a single driving principle: to help local governments of any size modernize their services for citizens with easy-to-use technologies that are developed to exacting standards. At the heart of our mission is an unshakable commitment to empower the people in local governments who make things happen, and bring simplicity, ease and opportunity into their everyday lives.

We Can Help—iCompass is an Industry Leader

Running a local government is complex. We're here to make it simpler, easier and more organized.

At iCompass we believe that finding the right solution, setting it up and using it to improve your workplace shouldn't be so much work. Our friendly customer success team is one of the best in the industry with expert, in-person service 24 hours a day, 7 days a week, 365 days a year. No matter where you are or what you need our help with, we're here.

PROUD TO BE PEOPLE PLEASERS

iCompass

iCompass is part of Diligent, the pioneer in modern governance. We empower leaders to turn governance into a strategic advantage through unparalleled insight and highly secure, collaborative agenda and meeting management software, helping local governments thrive in today's digital age. Our trusted technology streamlines the day-to-day work of council management, supports collaboration and information sharing throughout the community and delivers the insights and information local government leaders need to mitigate governance deficits and serve their communities effectively. Our employees are passionate, smart, and creative people who thrive on exchanging ideas in a collegial culture of innovative thinking and constant improvement.

Trusted by more than 16,000 organizations and 600,000 board members around the world. From communities of 500 to over 2 million in population, Diligent is widely acknowledged as the go-to for local government and public sector leaders.

10-4



How we can help - Benefits of iCompass



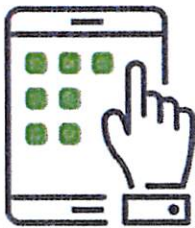
Eliminate manual tasks



Be more transparent



Empower your team



Have information at your fingertips



Engage more citizens



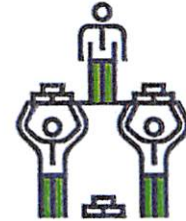
Reduce operating costs



Turn change into opportunity



Make better decisions



Bring everyone together

10-5



Local Government Solutions – *Software tailored to you*

Meeting Management

Improve all aspects of your meetings through a reduction in manual tasks, increased collaboration and comprehensive mobile friendly access to agendas, minutes and council decisions.



MEETING MANAGER

Create and publish agendas and minutes online for better collaboration with staff and council



MEETING MANAGER PRO

End-to-end meeting efficiency and integration with iCompass' comprehensive set of transparency tools



BOARD MANAGER

Manage your boards, commissions and committees seamlessly with an integrated solution

Video Management

Provide citizens with real-time access to public meetings from anywhere, on any device with the latest in council video webcasting technology



VIDEO MANAGER HD

Stream and record public meetings in HD through YouTube for the best citizen experience possible

10-6



Meeting Manager Pro

MAXIMIZE YOUR POTENTIAL FOR MEETING EFFICIENCY AND CONNECT CITIZENS TO INFORMATION

Meeting Manager Pro combines the time savings features of Meeting Manager with a suite of powerful transparency tools. Through several automated features, any size local government can provide citizens with an up-to-date, mobile friendly web portal that they can use to review agenda packets, minutes and search by keyword for information on key issues in your community.

- » Reduce meeting prep and follow up time by up to 80%
- » Produce consistent, professional reports, agendas, minutes and track follow-ups from staff
- » Manage all your core records needs with the Records Center
- » Streamline workflows and approvals for the entire pre and post meeting process
- » Give staff and citizens immediate access to all agendas, records and reports

Features

Action Tracking

Collaborate to create and approve agenda items, track incoming requests for information and other applications from the public

Agenda Manager

Use a drag and drop agenda builder to create packets and send a packet to everyone that needs it with a single click

Minutes Manager

Create your minutes from a pre-populated template

Document Center

An online file storage tool to store and organize information in the cloud

Digital Voting

On any device council members can instantly submit their vote on a motion and have the results displayed real-time in your council chambers

Auto OCR

Make any record keyword searchable – so documents are accessible for staff and the public via a simple search

Online Transparency Portal

Integrated seamlessly to any website, provide access from any device to agendas, minutes and supporting items. Citizens can subscribe to receive automatic email updates when information is published and search through public archives.

Integrations

Video Manager HD

Stream and record council meetings on so the public can stay engaged with decisions being made at City Hall. You can even timestamp your agenda and minutes, so users can watch discussions on specific meeting items.

Board Manager

Manage all the different boards and commissions at your local government. Track applications and terms and provide the public with comprehensive information about board members.

Laserfiche Connector

Save meeting related documents to Laserfiche, attach Laserfiche-stored documents to your agendas, minutes and items and publish Laserfiche-stored documents to your website.

Additional Integrations

Calendar, Microsoft SharePoint, Swagit, Granicus, EarthChannel, Contract Tracker, Public Records Request Tracker and COI Tracker.

10-7



AgendaNotes

AgendaNotes (iPad®, Web, and PC Versions) is a tool that elected officials and staff can use to access meeting information and make notes. Integrated with iCompass' meeting management solutions, it improves the in-meeting experience while ensuring instant, automatic access to the most up-to-date version of an agenda.

AgendaNotes (iPad® Version) Features

- » Access to any electronic agenda as soon as it is published on an iPad®
- » Download the agenda and attachments
- » User security maintained through login / password controls
- » Highlight text with a swipe
- » Place sticky notes right on reports and attachments
- » Free hand circle and mark-up your entire agenda
- » Auto sync grabs updates and agenda items on the go
- » Hot links straight to your notes for quick review
- » Easily print the agenda and your notes at any time

AgendaNotes (Web Version) Features

- » Access to any electronic agenda as soon as it is published on any device with an internet browser.
- » View the agenda and attachments on any device
- » Add notes to agenda headings and items
- » Hot links straight to your notes for quick review
- » Easily print the agenda and your notes at any time

AgendaNotes (PC Version) Features

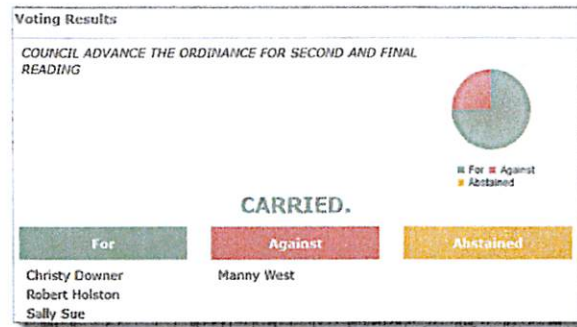
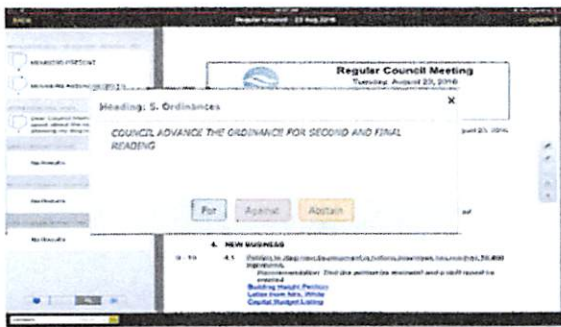
- » Access to any electronic agenda as soon as it is published on a Windows compatible laptop or desktop computer
- » Download the agenda and attachments
- » Add notes to agenda headings and items
- » Easily print the agenda and your notes at any time
- » Hot links straight to your notes for quick review
- » Options to download some or all attachments – great for dial-up users

16-8



Digital Voting

Digital Voting (iPad®, Web, and PC Versions) provides communities with the ability to easily utilize electronic voting during meetings. Elected officials and voting members can cast their vote with one-touch via a tablet or computer and the results instantly display to the public in real time.

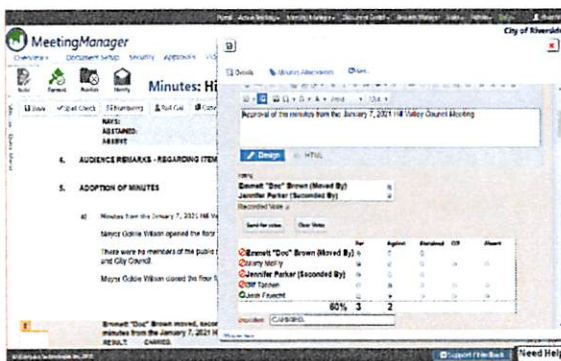


Request for Votes

After voting is initiated, members cast their vote using the AgendaNotes app (iPad®, Web, and PC Versions).

Vote Results

Vote results are displayed in real time during the meeting. A record of each vote is automatically added to the minutes, making it simple for the clerk to manage motions, votes, and their results in one place. Voting history can also be accessed via the Transparency Portal for the public and staff to review.



Meeting Name	Meeting Date	Description	Motion	Vote	Result
Current Meeting - 10 Oct 2016	10 Oct 2016	1. Approve Comprehensive #1 for Contract 2015-03 for City Hall Regular Consulting Services	Motion to approve Comprehensive #1 for Contract 2015-03 for City Hall Regular Consulting Services for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	2. Approve City Hall Regular Consulting Services	Motion to approve City Hall Regular Consulting Services for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	3. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	4. Approve City Hall Regular Consulting Services	Motion to approve City Hall Regular Consulting Services for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	5. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	6. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	7. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	8. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	9. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried
Current Meeting - 10 Oct 2016	10 Oct 2016	10. Approve of Resolution	Motion to approve Resolution 10-001 for an amount of \$45,000.	For	Carried

Minutes

A record of each vote is automatically added to the minutes, making it simple for the clerk to manage motions and their results.

Voting History

Voting history can also be accessed via the Transparency Portal for the public and staff to review.

10-9



Board Manager

IMPROVE COMMUNICATION FOR BOARDS, COMMISSIONS AND COMMITTEES

Board Manager dramatically simplifies how local governments manage their boards, commissions and committees. When it comes to tracking board terms, rosters and applications – many organizations depend on binders and spreadsheets. With Board Manager you can effortlessly stay on top of boards with visibility into upcoming vacancies and applications provided through several automated dashboards and lists.

- » Save time – Easily see total year of service for any member
- » Improve the public's visibility into boards, commissions, committees and members
- » Set up online applications
- » Get alerts on upcoming board vacancies to be more proactive
- » Automatically updates roll calls, Agenda, and Minutes Attendees

Features

Centralized information

Dashboards and lists to view upcoming vacancies at a glance

Online postings & applications

Board membership information, postings and online applications from any device

Email templates

Ready-to-use email templates to simplify correspondence

Tracking & approvals

Automates tracking and approval of new board applicants

Integrates with agendas

Seamlessly integrates motions for board member approvals into an agenda

Integrations

Meeting Manager Pro

Works with Meeting Manager Pro and iCompass' transparency portal to integrate board agendas, minutes and member biographies with information about regular council meetings

10-10



Video Manager HD

WATCH LOCAL GOVERNMENT MEETINGS ANYWHERE, ON ANY DEVICE

Video Manager HD extends the functionality of iCompass' Meeting Manager Pro solution so you can live stream council meetings and provide video links in your agendas and minutes. Integrated with YouTube, the world's leading video streaming platform, local governments have never had access to such a reliable and affordable transparency-focused solution.

- » Provide live and recorded webcasts that can be watched from anywhere in high definition
- » Set screen options to help viewers with low bandwidth internet connections access the videos
- » Automate closed captioning
- » Add timestamped video links to agendas and minutes
- » Include video player in agendas and minutes so citizens can easily watch the meeting and see what's coming next

Features

Agenda and Minutes Time Stamping

Add video links to your agendas and minutes

Closed Captioning

Text is generated automatically and can be edited prior to publishing if needed

Automated Reporting

Dashboards that display video views and other information to quantify citizen engagement with meetings

Video Editing

Trim the beginning and end of the meeting video

Video Encoder

Start and stop the live webcast from a tablet or phone from anywhere

YouTube for Government

The world's most popular video streaming platform brings unparalleled reliability, storage and a comprehensive suite of value-added features for local government

Integrations

Meeting Manager Pro

Incorporate videos into your online agendas and minutes. iCompass' Transparency Portal displays video content alongside other meeting information in a mobile-friendly platform.

Video Encoder Technical Specifications

Video Input:	HDMI Type-A
Audio Inputs:	Embedded Audio Input, 2 Channel Analog line or Mic-In, 2 Channel
Network Connections:	Ethernet or Wi-Fi
Protocol:	RTMP Flash Streaming
Video Codec:	H.264
Video Resolution:	up to 1920 x 1080
Video Frame rate:	up to 60 fps
Video Bitrate:	700 Kbps to 6 Mbps
Video Aspect Ratio:	4:3 or 16:9
Audio codec:	AAC

10-11



Support

Unlimited Support

- » The Customer may designate up to 3 individuals who will be registered with iCompass as authorized Champions eligible for free and unlimited support throughout the duration of the relationship
- » Only authorized Champions will receive support – inquiries from others within the Customer's organization will be directed to the authorized Champions
- » Support requests will be documented and e-mailed to the authorized Champion making such requests (as well as added to the Customer Resource Center) to minimize support requests in the future
- » 1-800 telephone and e-mail support during the business hours of 6:30 AM to 5:00 PM (Pacific Time), Monday-Friday (not including holidays)
- » Support calls will be answered by a human being 24 hours/day, 7 days/week

Unlimited Coaching Sessions

- » The Customer may request an unlimited number of Coaching Sessions for designated individuals throughout the duration of the relationship
- » An authorized Champion must make such requests
- » Each Coaching Session will last between 15 and 30 minutes
- » The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of Coaching Sessions

Unlimited Training Sessions

- » The Customer may request an unlimited number of free Training Sessions for designated individuals throughout the duration of the relationship
- » Such training will be provided via our 'Easy as That' Training Program – On-line, workshop style training with an instructor leading each module
- » An authorized Champion must make such requests
- » The Customer will commit to making best efforts to provide iCompass with a minimum of one week's notice of any cancellation or rescheduling of participation within Training Sessions

10-12



Support – Continued

Other Customer Resources

- » Educational webinars
- » iCompass Customer Resource Center which includes a growing collection of quick reference guides and videos
- » iCompass Template Libraries for easy searching and review of sample documents from dozens upon dozens of other iCompass customers. Such documents include agendas, minutes, forms, classification schemes/retention schedules, etc.

Unlimited Storage Space

Unlimited storage for meeting documents in our state of the art network facility provides continual back-up and redundancy to ensure your files are always at your fingertips. With Records Center your additional documents are also online, searchable and available to staff and the public 24/7

Our Cloud Delivery Model – Software-as-a-Service(SaaS)

iCompass solutions are delivered over the Internet and our customers only require a web browser to access and use them. Overall, the SaaS model is a much lower-cost delivery of software services – you no longer have to over spend or build in-house!

Key Benefits:

- » Joining a community of other local governments for best practice improvement
- » All feature updates included
- » Constant redundant back-up of all information
- » Video streaming services provided via Content Delivery Network (CDN)

10-13



Pricing

ONE-TIME FEE

Setup & Implementation

~~\$1,500~~ Waived

- » Includes setup and implementation of iCompass products

ANNUAL FEE

Meeting Manager Pro

~~\$28,600~~ \$19,350

- » Includes Action Tracking, Agenda Manager, Minutes Manager, Document Center, and Records Center
- » Laserfiche, Microsoft SharePoint, Granicus, Earth Channel and Calendar Connectors (if applicable)
- » Automatic Optical Character Recognition (OCR)
- » Two (2) trackers created in Action Tracking (Meeting Tracker and Report Tracker)
- » Unlimited agendas & minutes templates
- » Unlimited storage for meeting related content
- » Unlimited support, training sessions and coaching sessions
- » Unlimited users within your organization
- » All regular updates to the included modules

AgendaNotes

Included

- » Includes AgendaNotes (iPad®, Web and PC versions) for unlimited users

Digital Voting

Included

- » Includes Digital Voting (iPad®, Web and PC versions) for unlimited meeting types
- » Includes historical access to voting history for each elected official or board member

Transparency Portal

Included

- » Includes meeting schedules, agendas, minutes, voting and attendance records are all included
- » Citizens can subscribe to receive automatic email updates
- » Automatically refreshes with the latest information once it is complete

Terms and Conditions

- » The annual fees outlined herein are guaranteed for thirty (30) calendar days from the date of issuance
- » The annual fees outlined herein are based on a one year auto renew contract
- » The annual fees include hosting, technical support (e-mail and 1-800 support), maintenance, on-line training sessions, regular upgrades to the software and storage space
- » All annual fees are payable up front
- » Your license will include unlimited users from your organization

10-14



Optional Add-On Services

	ANNUAL FEE
Board Manager	\$3,500 \$3,000
» Includes Board Manager and one (1) Board Application setup in Action Tracking » Track and manage board members, terms and online applications » Board Member Photos & Background Information » Email Notifications & Reminders » Board Manager Dashboard	
Public Records Request Tracker	\$2,150 \$1,600
» Includes Public Records Request Tracker & Configuration » Track and manage follow-up items and related files » Email Notifications & Reminders » Public Records Request Tracker Dashboard	
Contract Tracker	\$2,150 \$1,600
» Includes Contract Tracker & Configuration » Track and manage contracts, agreements and related files » Email Notifications & Reminders » Contract & Agreements Dashboard	
Video Manager HD	\$6,750 \$5,600
» Includes Unlimited High Definition Live Streaming and On Demand Video » Live and On Demand Video Indexing » Cross-Platform Media Player (PC / Mac / Mobile / Tablet) » Video Encoder Included	
Audio Manager	\$2,550
» Includes Unlimited Live Streaming and On Demand Audio » Live and On Demand Audio Indexing » Cross-Platform Media Player (PC / Mac / Mobile / Tablet) » Encoder Included	

10-15



Optional Migration Services

ONE-TIME FEE

Agenda & Minutes Migration

\$1,000

- » Includes migration of agendas and minutes documents
- » Requires export of agendas, agenda packets and minutes documents needed for migration in PDF format to be provided by the customer from the current vendor

Video or Audio Migration

\$1,000

- » Includes migration of video content for up to 250 events
- » Requires export of video files needed for migration in .MP4 format to be provided by the customer from the current vendor

10-16

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Khristie Davis, Buyer *KD*

DATE: September 10, 2019

RE: Invitation to Bid No. 52603-19B-030
Milk and Juice Products

Request approval of award on the above referenced Invitation to Bid to the only bidder, Borden Dairy of Alabama in the amount of \$64.50, based on unit pricing for milk and juice products, be placed on a future agenda for the County Commission meeting. (Copy of spreadsheet attached.)

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

Coordination of award made with Brandi Alexander, Juvenile Detention Director.

Attachment

MCYF

Memo

To: Khristie Davis, Buyer
From: Brandi K. Alexander, Juvenile Detention Director
cc: Tammy Turner, Buyer II
Date: 9/10/2019
Re: Bid No. 52603-19B-0307

The Montgomery County Juvenile Detention Facility would like to accept the bid from Borden as our supplier for milk and juice. Border is the only bidder. Thank you.

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 52603-19B-030				Borden Dairy of Alabama 5014 U.S. Highway 84 E Cowarts, AL 36321 Phone 334-350-5139 Fax 334-3505112 lynda.anderson@bordendairy.com		Barranco Enterprises LLC DBA Chappy's Deli 3815 Interstate Ct., Ste. 102B Montgomery, AL 36109 Phone 334-277-6590 Fax 334-277-6593 david@chappysdeli.com							
DATE ISSUED: August 22, 2019													
DATE OPENED: September 10, 2019													
REQUESTING DEPARTMENT: Youth Facility													
TERMS OF PAYMENT / DISCOUNT:													
DELIVERY DATE:													
ITEM NO.	DESCRIPTION OF ITEM	Units	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	Milk, 1% Low Fat, White Pasteurized	ea.	50	\$0.30	\$15.00	NO BID	NO BID						
	Grade A, Vitamin A, and Vitamin D												
	8 oz. Container												
2	Milk, Fat Free Flavored, Chocolate Pasteurized	ea.	50	\$0.30	\$15.00	NO BID	NO BID						
	Grade A, Vitamin A, and Vitamin D												
	8 oz. Container												
3	Milk, Fat Free Flavored, Strawberry Pasteurized	ea.	50	\$0.30	\$15.00	NO BID	NO BID						
	Grade A, Vitamin A, and Vitamin D												
	8 oz. Container												
4	Juice, Orange Grade A	ea.	50	\$0.39	\$19.50	NO BID	NO BID						
	Unsweetened, 100% Pure												
	8 oz. Container												
	38 Bids Emailed												
TOTAL BID AMOUNTS					\$64.50								

Notes:

11-3

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the 7th day of October 2019, between Borden Dairy of Alabama, Cowarts, Alabama and Montgomery County Commission, Montgomery, Alabama.

W I T N E S S E T H

WHEREAS, Borden Dairy of Alabama owns and operates a business and agrees to furnish Milk and Juice Products for Montgomery County Commission, Youth Facility , as needed, in accordance with all provisions of Invitation to Bid No. 52603-19B-030, as issued by the Montgomery County Commission on August 22, 2019 (hereinafter referred to as the Invitation to Bid) a copy of which is attached hereto;

WHEREAS, In Consideration thereof, Borden Dairy of Alabama and Montgomery County Commission agree as follows:

1. All terms and conditions of Invitation to Bid are incorporated herein by this reference.
2. That the period of the contract will be for one (1) year, beginning October 7, 2019 and ending October 6, 2020, with the option to renew for an additional two (2) years, in one (1) year periods. A price escalation may be allowed after the first year, but shall not exceed 5% per year. That prices bid shall remain firm for the first year of the contract period.
3. At the end of the one (1) year period, a price increase may be allowed, but shall not exceed five-percent (5%) per year of the supplier's wholesale price list, which shall be furnished by Company upon request by Montgomery County Commission.
4. That Montgomery County Commission or Borden Dairy of Alabama may terminate this agreement at any time during the contract period by giving a sixty (60) day written notice to the other party.
5. That Borden Dairy of Alabama shall at all times be in compliance with all specifications and special provisions within the Invitation to Bid.
6. That Borden Dairy of Alabama agrees to protect, defend, indemnify and hold the Montgomery County Commission and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, not limited to, the amounts of judgments, penalties, interests, court costs, legal fees, and all other expenses incurred by the County arising in favor of any party, including employees of Borden Dairy of Alabama, death or damages to property and

without limitation by enumeration, all other claims or demands of every character but only on the proportion of and to the extent such losses, claims, liens, demands and causes of action arise out of the negligent acts or omissions of contractor, its employees, agents and officers. Borden Dairy of Alabama agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suits at its sole expense. Borden Dairy of Alabama also, agrees to bear all other costs and expense related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

7. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and Borden Dairy of Alabama.
8. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the 7th day of October 2019.

WITNESS:

BORDEN DAIRY OF ALABAMA

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

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

DANIEL HARRIS, JR.
ISAIAH SANKEY
DOUG SINGLETON



MONTGOMERY COUNTY COMMISSION
FINANCE DEPARTMENT

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
SHERRILL R. THOMAS, CPA
FINANCE DIRECTOR

334.832.1230
TDD 334.265.3568
FAX 334.832.2533

Memorandum

To: Donald L. Mims, County Administrator
From: Sherrill R. Thomas, Finance Director 
Date: 9/9/2019
Re: Hiring Payroll and Benefits Assistant

The Finance Department has a vacancy for the Payroll and Benefits Assistant and has selected a candidate to fill the position. This position processes payroll for the County and serves as the assistant to the County Payroll and Benefits Manager.

The candidate has experience and education beyond the minimum qualifications of the position and has performed many of the payroll and benefits administration duties required of the County position while serving as a Personnel Assistant/Payroll Clerk with the State of Alabama.

Based on the education and experience, I am asking for approval to hire the Payroll and Benefits Assistant at Pay Grade A4, Step 3 (\$30,795). This is a salary increase of \$2,030, for a total annual cost of \$2,436 with benefits. The 2020 Finance Department position budget includes funds to cover this cost.

POSITION FILL REQUEST- UNBUDGETED

DEPARTMENT: Engineering District II
DEPARTMENT HEAD: George Speake
SUPERVISOR: Ron Betts

POSITION INFORMATION:

Position Title County Road Equipment Operator I
Position Number 620551016
Pay Grade S04-1 Pay Range \$26,096 - \$38,992
Proposed Effective Date September 23, 2019
Type of Hire (☐) New (☒) Promotional
Type of Appointment (☒) Permanent (☐) Temporary

JUSTIFICATION:

The Engineering Department currently has one County Road Equipment Operator out on Worker's Compensation and another one out with injuries sustained in an accident. We are asking to add an additional position to cover the workload. Through attrition, the position will be unallocated in the future.

George Speake
Department Head

Date September 4, 2019

FINANCIAL IMPACT:

The estimated annual cost of the position including benefits is \$39,900. The FY 2019 budget effect will be minimal. The 2020 budget can be adjusted as needed to cover the actual expense.

Sherrill Thomas
Finance Director

Date 9/5/2019

ADMINISTRATIVE REVIEW/COMMENTS:

County Administrator

Date

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

CONTRACT AGREEMENT

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

The County agrees to pay United Community Improvement Association, Inc., the sum of four-thousand-six-hundred-eighty-seven dollars (\$4,687.00) payable quarterly.

The funds will be used for the ongoing tutorial program for disadvantaged youth for the period October 1, 2018 through September 30, 2019. This program provides educational development for our young people and promotes self-confidence.

Each of the parties recognizes and assesses the need in Montgomery County for the promotion of educational development and self-confidence in our youth within the County and that these services are essential to the education and welfare of disadvantaged youth in Montgomery County.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this instrument to be duly executed on this the 1st day of October, 2018.

United Community Improvement
Association, Inc.

By: Calvin Saley
Its: President
3860 Butler Court
Montgomery, AL 36110

Montgomery County Commission

By: Donald Z. Morris
Its: County Administrator
P. O. Box 1667
Montgomery, AL 36102-1667

Appropriation was approved by the Montgomery County Commission in the 2018-2019 Budget. Attorney Gallion's Opinion Dated 10/22/02.

MONTGOMERY COUNTY COMMISSION
2001-2002 BUDGET

RECREATION BOARD

780-57200

307	PROFESSIONAL RECREATION OFFICIALS	\$	25,000.00
* 313	THE UNITED COMMUNITY IMPROVEMENT ASSOC.	\$	10,000.00
314	BOYS & GIRLS CLUBS OF MONTGOMERY	\$	13,905.00
324	COMMUNITIES IMPROVEMENT ASSOCIATION	\$	6,500.00
329	UNIFIED YMCA APPROPRIATION	\$	131,633.00
330	EDUCATIONAL RESOURCES, INC.DRUG AWARENES	\$	2,500.00
TOTAL ADOPTED BUDGET		\$	485,608.00



The Dannon Project

One mission...One life at a time



Training to Work Program

Re-entry Employment Opportunities for recently formerly incarcerated citizens who remain under state or federal supervision.

OPPORTUNITIES

Restore personal identification
Life skills, financial literacy and career readiness training
Education Certification, GED and Job Training
Employment Assistance/Job Placement services
Housing Assistance
Behavioral Health services

QUALIFICATIONS

Non-Violent offense
Must never have been convicted of a sexual offense other than prostitution
Must have been convicted within the adult criminal justice system

Short-Term Career Training for Youth

Youth can receive training and career certification for a rewarding career to become a...

Certified Nursing Assistant
Certified Patient Care Technicians
Certified Medical Assistant
Certified Network Cabling Specialist

And get other training, GED, readiness skills and supportive services needed to prepare you for YOUR future

ELIGIBILITY REQUIREMENTS

18 - 24 years of age
Low Income
Can be pregnant or parenting
May have been in conflict with the law
May be homeless
Have alcohol or substance abuse or have literacy barriers

YouthBuild Birmingham

The Dannon project offers career readiness skills training, construction training and employment opportunities for **BIRMINGHAM YOUTH!**

Put the tools in place to build a future in the construction industry and get assistance and support with:
GED Preparation
Save Management & Supportive Services
Job Readiness Skills & Job Placement

ELIGIBLE APPLICANTS

Youth ages 16 - 24 years
A High School Dropout
Current or former foster care
Low Income Disability
Convicted as a youth or an adult
Child of an incarcerated parent
migrant worker

Re-Entry Demonstration Program

ACER offers opportunities for individuals who have been in conflict with the law to transform their lives. This program offers:
Job Development Skills Financial Literacy Training
GED Preparation
Leadership Training Construction Training
Network Cabling Specialist

Young adults between the ages of 18 - 24 years of age Who have been involved in the juvenile or adult justice system and reside in high poverty, high crime communities

The intent of this initiative is to Protect Community Safety by providing youth with positive opportunities to engage in pro-social activities such as employment or education; and address substance abuse issues and mental health needs.

Other Services

Adult Basic Education/GED Classes

Tuesday and Wednesday // 5:30 pm - 7:30 pm

Restorative Justice Training

Wednesday and Thursday // 11:00am - 1:00 pm

Substance Abuse Training

Narcotics Anonymous Classes

Thursday // 7:00 pm - 8:00 pm

Living in Freedom

Group Mentoring Classes

Wednesday // 6:00 pm - 8:00 pm

Behavioral Health Services

- Psychosocial Assessments // \$100 per assessment
- Anger Management Classes
- Parenting Classes
- Individual & Family Therapy
- Drug Prevention Classes

These services are free to Dannon Project participants but for non-participants who are referred, we will apply a sliding fee scale.

CONTACT US

2324 5th Avenue North
Birmingham, AL 35203

Office: (205) 202-4072

Fax: (205) 202-4071

Email: acer@dannonproject.org

Web: acer@dannonproject.org



The Dannon Project

One mission...One life at a time



**BUILDING STRONG FOUNDATIONS FOR NON VIOLENT
RETURNING CITIZENS AND AT-RISK YOUTH**
Committed to Change: "One Mission, One Life at A Time"

15-1



A CHANCE FOR EVERYONE RETURNING
An Evidence Informed Re-entry Concept

RP Re-Entry Project

www.dannonproject.org

 **The Dannon Project** | One mission...
One life at a time

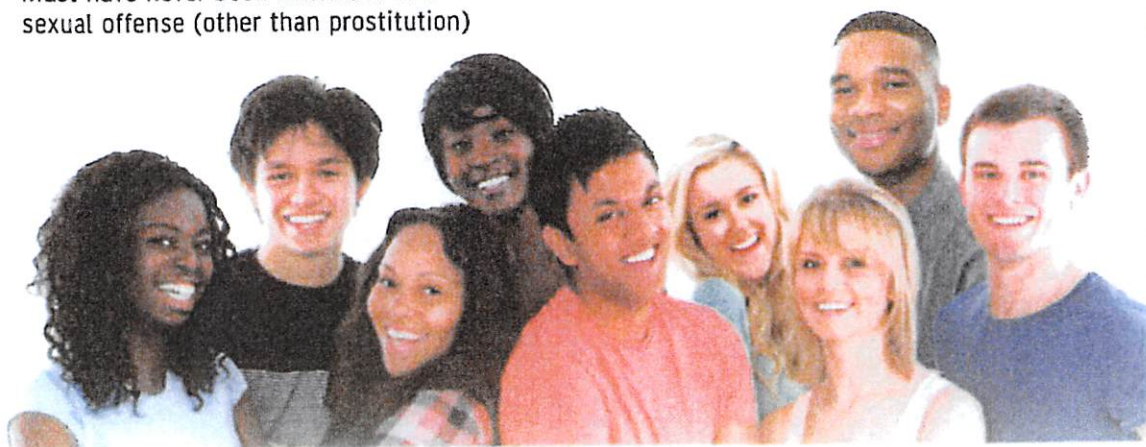
Re-Entry Project (RP)

Eligibility Requirements

- Male or female, 18 to 24 years of age
- Violent or non-violent offenders at the time of enrollment
- Currently involved or has been convicted in the juvenile or adult justice system
- Reside in a high-poverty, high crime community
- Referred by judge, DYS, probation officer, or prison (referral should be signed)
- Must have never been convicted of a sexual offense (other than prostitution)

Services Needed to Complete Program

- Life skills
- Career readiness
- GED preparation
- TABE testing and tutoring
- Community Service
- Mentoring
- Leadership classes
- Financial Literacy
- Job training and placement
- Certification
- Mandatory attendance





Take advantage of all the benefits
The Dannon Project has to offer you

That's why we strive to restore lives by assisting our hard-working participants whose personal and economic well-being have been negatively impacted due to a previous incarceration. Through the various support and enrichment programs The Dannon Project offers, the livelihoods of our participants are repaired, renewed, and uplifted with new life changing skills they can use to

Our system of intensive case management and referrals allow us to begin working with previously incarcerated persons six months prior to release with short-term training programs and certifications, job preparation and placement, and re-entry programs for the unemployed and underemployed. We make sure our participants are prepared for the challenges they will face before they are released and help them over time when challenges arise afterwards. This includes ensuring that communities are also prepared to support them with housing, medical services, and positive social connections to help our participants flourish and

One mission...One life at a time



The Dannon Project One mission. One life at a time.

Jasper Career Center
2604 Viking Drive
Jasper, AL 35501
Office: (205) 202-4072
Cell: (205) 451-5240

2324 5th Avenue North
Birmingham, AL 35203
Office: (205) 202-4072
Fax: (205) 202-4071

715 MLK Drive
Hobson City, AL 36201
Office: (205) 202-4072
ext. 1022
Cell: (256) 390-1329
Fax: (256) 403-2595

Pee Dee Healthy Start Inc.
314 West Pine Street
Florence, S. Carolina 29501
Office: (843) 662-1482
Fax: (843) 662-1039
Website: www.pdhs.org

www.dannonproject.org

Tammy Nix

From: metara@dannonproject.org
Sent: Tuesday, September 10, 2019 2:05 PM
To: Donald Mims
Cc: Tammy Nix
Subject: Montgomery County Commission Meeting, Monday September 16th Submission
Attachments: The Dannon Project Program Summary.pdf

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Mims,

Good Afternoon. Attached is a brochure that summarizes the work that we do at The Dannon Project. I also scanned a small book-style leaflet as well. Feel free to use one or both hand-outs for the commissioners' packets. Per your recommendation, I will follow-up with Ms. Nix to make sure everything is in order for the meeting. Thanks so much for your assistance. Have a wonderful day!

Metara T. Austin, PhD., Adult Education
Adult Education/Career Readiness Specialist
The Dannon Project

2324 5th Avenue North
Birmingham, AL 35203
Office: (205)202-4072
Fax: (205) 202- 4071
www.dannonproject.org



Tammy Nix

From: Dan Harris <danharr0420@charter.net>
Sent: Monday, September 9, 2019 10:45 AM
To: Donald Mims
Subject: Joint Public Charity Hospital Board
Attachments: Owens_Resume_Final17.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Donnie, please add the attached resume of Carey Owens, Jr. to the Thursday memo as my nominee for consideration to fill the vacancy on the Joint Public Charity Hospital Board. Alternatively, I would recommend that he be considered for the City-County Personnel Board vacancy.

Thanks,

Dan

Daniel Harris, Jr.

Attorney at Law, LLC

4131 Carmichael Road

2nd Floor, Suite #1

Montgomery, AL 36106

(334) 356 8872

danharr0420@charter.net

CAREY L. OWENS, JR.

334-409-5700 • 334-462-4471 • cowens.ops5@gmail.com

8824 Lillington Circle; Montgomery, Alabama 36117

LEADER, TRAINER, STRATEGIST, COORDINATOR

- Innovative trainer
- Experienced organizer in coordinating promotional events and presentations
- Stable professional - 11 years' employment with a single company, 6 years with last company; rapidly adapts to numerous technological advances and industry changes
- Active in Montgomery Chamber of Commerce and community organizations such as Emerge Montgomery
- Member of The John Maxwell Team

Areas of Expertise

- HR/People Management
- Corporate Sales
- Training and Leadership
- Promotional Events
- Organizational Ability
- Client Relationship Management

PROFESSIONAL EXPERIENCE

EMERGE COMMUNITY SOLUTIONS

Montgomery, Alabama

September 2015 - present

PROGRAM COORDINATOR / FACILITATOR I

Administer teen pregnancy and sexually transmitted infection prevention programs through evidence-based government agency curricula. Recruit and coordinate facilitation in Montgomery and Lee County with various organizations.

- Expanded program to multiple locations throughout Montgomery and Lee County
- An average of 500 or more teens served annually
- Coordinate 7 facilitators to ensure proper, timely delivery of curriculum
- Ensure program compliance within federal and state guidelines
- Monthly, quarterly and semi-annual reporting

TANDEM EARLY EDUCATION CONSULTANTS

Montgomery, Alabama

October 2014 – present

PROFESSIONAL DEVELOPMENT TRAINER/CONSULTANT

Interview, observe, prepare and conduct training to enhance interaction with clients in addition to professionally developing employees. Customize training based on needs. Adapt training to supervisor/company expectations. Also, provide time management training to increase productivity. Assist in organization of conference materials as well as conduct classroom and conference enrollment.

- Contracted trainer for the Montgomery Housing Authority, 2016 - present
- Assist in coordination of the Alabama Pre-K Conference
- Assist in coordination of Annual Home Visiting Conference
- Presenter at 4th Annual Home Visiting Conference
- Completed AIDT MRWTC: Facilitation Skills training

16-2

PROFESSIONAL EXPERIENCE (continued)

AT&T MOBILITY
Montgomery, Alabama

December 2007 – October 2014

RETAIL STORE MANAGER I

Manage and train a professional staff of two Assistant Store Managers, one Sales and Support Representative and 10 Retail Sales Consultants at The Shoppes @ Eastchase location, transferred later to Prattville. Ensure location meet the customer's communication needs, wireless and wireline. Conduct weekly one on one to review numbers for improvement. Adhere and enforce Company policy and procedures. Compose daily, weekly and monthly reports to corporate office.

- Meet and/or exceed monthly goals
- 2011 AT&T Summit 3rd Quarter Bronze Winner
- Increased average opportunity total from 256 to 510
- 2012, #1 location in customer feedback scores

KNOLOGY
Montgomery, Alabama

January 2007 – November 2007

DIRECT SALES REPRESENTATIVE

Generate sales leads in the Montgomery/Prattville territory; provide services to residential customers for a leading, interactive communications and entertainment services provider in the Southeast. Promote Knology's "Sterling Service" reputation in relationships with customers.

- Accomplished 200% of average sales during first 4 months, becoming corporation-wide candidate for Rookie of the Year
- Initiated relationships with local businesses who actively promote Knology services and refer new homeowners
- Coordinate installation of telephone, cable and advanced broadband services for two apartment complexes.

ALLTEL WIRELESS
Montgomery, Alabama

August 1994 – May 2006

RETAIL STORE MANAGER

February 2004 – May 2006

Interviewed, hired, trained and developed staff of 10 sales professionals. Generated 108% of revenue goal. Ensured satisfactory service, resolved inquiries and complaints for customers. Ensured adherence to company policy and procedures. Conducted financial management, monitored inventory and adjustment procedures. HR responsibilities included new hire orientation, behavior counseling and discipline.

- Increased cell phone sales revenue 16% and features revenue 14% in a one-year period
- Reorganized inventory structure, resulting in a 30% reduction of inventory shrinkage
- Conducted bi-weekly training and development meetings

PROFESSIONAL EXPERIENCE (continued)

SALES MANAGER-RETAIL

February 2003 – January 2004

Directed operations for 10 retail locations in lower Alabama. Recruited, interviewed, hired, and trained 5 store managers, and handled all human resources issues between employees and management. Directed marketing promotions to establish closer contact with customers, including the 2003 March of Dimes golf tournament, Christmas in April, Safety Week, and all remote radio broadcasts, food drives, and blood drives. Budgeted, organized and facilitated relocation of the Atmore, Alabama retail store. Reviewed and approved all acquisitions related to the market's activities.

- Planned and coordinated sponsorship of the 2003 Dothan Peanut Festival, enhanced Alltel's public image and secured exclusive Alltel sponsorship for the 2004 event
- Directed local promotion of Alltel's sponsorship of the #12 Nascar automobile, generating a 300% return on advertising

RETAIL STORE MANAGER

September 1998 – January 2003

Managed Montgomery Promenade Shopping Center location, the busiest Alltel location in Alabama. Hired, trained and supervised staff of 15+, ensuring adherence to corporate policy and procedures. Organized and coordinated promotions to enhance public relations and expand customer base.

- Initiated several successful new customer service features which became a permanent part of the Alltel corporate culture
- Earned several company sales achievement award.

ASSISTANT STORE MANAGER

June 1996 - August 1998

Assisted in coaching and training sales representatives. Set sales goals and established training programs in addition to improving communications skills while helping employees handle customer service issues.

- Earned the President's Circle Award with number 3 ranking out of 150 assistant managers nationwide.

SALES REPRESENTATIVE

August 1994 – June 1996

Sold wireless telecommunications products while providing courteous and efficient customer service. Described and demonstrated product features and promoted special sales events.

- Achieved 150% to 200% of sales quota

16-4

CAREY L. OWENS, JR.

PAGE 4

334-409-5700 • 334-462-4471 cowens.ops5@gmail.com

8824 Lillington Circle; Montgomery, Alabama 36117

EDUCATION

- Bachelor of Science Degree (Major: Accounting), 1993
Fisk University, Nashville, Tennessee

COMMUNICATION/LEADERSHIP/VOLUNTEERISM

- Current member of Bridge Builders of Alabama board
- Current member of Montgomery Dragon Boat board
- Current member of C.H.A.N.G.E. board
- Graduate of Emerge Torchbearers Class I
- Coordinate and led a class day for Emerge Torchbearers Class III
- Graduate of Leadership Montgomery Class XXX
- Volunteer for School Cleanup, 2010
- Team lead for School Cleanup, 2011
- Volunteer for Reading On Wheels through Montgomery Education Foundation
- Secured corporate sponsorship for Reading On Wheels through Montgomery Education Foundation
- Secured corporate grant for Montgomery Education Foundation
- Member of Mayoral Council, 2011, elected by peers of Emerge Torchbearers
- Former YMCA Basketball Volunteer Coach
- Completed Troy University Training Skills Program
- Current member of the John Maxwell Team

16-5

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

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission
FROM: Donald L. Mims *DLM*
County Administrator
SUBJECT: Joint Public Charity Hospital Board Appointments

On October 5, 2019, the terms of Mr. Tommie Ellis and Mr. Henry A. Frazer will expire as board members of the Joint Public Charity Hospital Board.

Attached is a memorandum from Dr. A.Z. Holloway, Chairman of the board, which states *"Henry Frazer agreed to reappointment for the next term. Tommie Ellis position on the board requires a new appointment. The board is looking for someone to serve from the southwestern region of the county. Recommendations are encouraged and welcomed."*

Commissioner Harris recommends Carey L. Owens, Jr., for appointment to the Joint Public Charity Hospital Board.

We will be discussing these appointments at Monday's meeting.

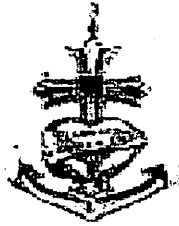
DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

JOINT PUBLIC CHARITY HOSPITAL BOARD

3060 Mobile Highway
Montgomery, Alabama 36108
334-293-6501



MTGY CO. COMMISSIONER
JUL 29 '19 AM 9:07

A.Z. Holloway, M.D.
Chairman

Richard Burleson
Vice-Chairman

Mary Weidler
Secretary

Henry Frazer, Pharm.D.
Treasurer

Tommie Ellis
Board Member

James Armstrong
Board Member

MEMORANDUM

TO: Donald L. Mims, CPA MPA
Administrator
Montgomery County Commissioner

FROM: A.Z. Holloway, MD, Chairman
Joint Public Charity Hospital Board

DATE: July 24, 2019

RE: Board Member Reappointment

At the July 24, 2019 Joint Public Charity Hospital Board (JPCHB) meeting renewal for Henry Frazer, Pharm.D and Tommie Ellis was discussed.

Henry Frazer agreed to reappointment for the next term. Tommie Ellis position on the board requires a new appointment. The board is looking for someone to serve from the southwestern region of the county. Recommendations are encouraged and welcomed.

If any questions arise please feel free to contact Kimberly Robinson at 334-293-6501.

AH/kr

17-2

Joint Public Charity Hospital Board

Members:

Term Expires:

* Tommie Ellis
643 Sullivans Trace
Montgomery, AL. 36105
Phone: 322-0292

10/5/2019

* Henry A. Frazer
500 Cherry Hill Place
Montgomery, AL 36117
Cell: 296-1441
Work: 265-2700
Home: 271-1678

10/5/2019

Dr. Albert Holloway, Chairman
687 Timberlane Road
Pike Road, AL 36
Phone: 288-0009

10/5/2020

Robert H. Steindorff
2717 Marler Road
Pike Road, Alabama 36064
Cell: 334-799-8118

10/5/2020

Mary B. Weidler
1722 Hill Hedge Drive
Montgomery, AL 36106

10/5/2021

Dr. James Armstrong
2107 Allendale Road
Montgomery AL 36111
334-224-0468

10/5/2021

Richard Burleson (293-6400)
Administrator
Montgomery County Health Department
3060 Mobile Hwy
Montgomery, AL 36108

Permanent

Term: 3 years

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

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Montgomery City/County Personnel Board

Attached is a letter from County Appointee James E. Williams resigning from the Montgomery City/County Personnel Board Member. His term will expire October 1, 2022.

We will be discussing this appointment at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

LAW OFFICES
MELTON, ESPY & WILLIAMS, P.C.
255 DEXTER AVENUE
MONTGOMERY, AL 36104

JOSEPH C. ESPY, III
JAMES E. WILLIAMS
J. FLYNN MOZINGO
C. MARK BAIN
BENJAMIN J. ESPY*
WILLIAM M. ESPY
* ALSO ADMITTED IN MISSISSIPPI

MONTGOMERY CO. COMMISSION
JUL 31 '19 AM 10:03

OAKLEY W. MELTON, JR.
(1927-2013)

July 24, 2019

MAILING ADDRESS:
P.O. DRAWER 5130
MONTGOMERY, AL 36103-5130
TELEPHONE (334) 263-6621
FAX (334) 269-9515

Chairman Elton Dean
Montgomery County Commission
27 Madison Avenue
Montgomery, AL 36104

RE: Montgomery City/County Personnel Board

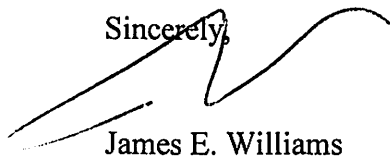
Dear Chairman Dean:

I am writing to inform you that I hereby tender my resignation as member of the Montgomery City/County Personnel Board effective immediately.

I enjoyed working with Carmen, Johnny, Benita, and the entire staff and regret that my law practice requires this resignation. If you have any questions, please do not hesitate to contact me.

With kindest personal regards, I am

Sincerely,



James E. Williams

cc: Ms. Carmen Douglas (cdouglas@montgomeryal.gov)
Mr. Johnny Baker (jbrealty@charter.net)
Ms. Benita Froemming (bfroemming@fwtravel.net)

JUL 30 '19 AM 9:44

Personnel Board, City-County

Members:		Term Expires:
* James E. Williams P.O. Drawer 5130 Montgomery, AL 36103 Home: 834-4746 Work: 263-6621	(County)	10/1/2022
Johnny Baker, (Chairman) 2277 Semmes Drive Montgomery, AL 36106 Home: 272-9405 Work: 262-7773	(Courts)	10/1/2023
Benita Froemming	(City)	10/1/2001

NOTE: Although Ms. Froemming's term expired 10/1/2001, she will continue to serve on the Board as the City's Representative until the city deems it appropriate to take action on this matter.

Term: 6 years

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

September 12, 2019

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

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

Attached is a list of eight individuals who are currently serving on the Southeast Alabama Emergency Medical Services Council, Inc., whose terms will expire November 3, 2019.

Would you like for me to contact these individuals to see if they would like to be reappointed to the Council?

We will be discussing these appointments at Monday's meeting.

DLM/tn

Attachment

A COUNTY OLDER THAN THE STATE

19-1

Southeast Alabama Emergency
Medical Services Council, Inc.

Members:**Term Expires:**

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

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

11/3/2019

Kevin Harrilson
Care Ambulance
P.O. Box 241468
Montgomery, AL 36124-1468
Cell: (706) 256-0273
Work: (706) 289-2138

11/3/2019

Southeast Alabama Emergency
Medical Services Council, Inc.

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

11/3/2019

Term: 1 year

MONTGOMERY
AREA CHAMBER OF COMMERCE

September 11, 2019

Members of the Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

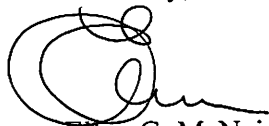
Re: Opinion on Applicability of Executive Session

Dear Montgomery County Commission Members:

We are requesting an executive session to be held before the Montgomery County Commission on Monday September 16, 2019. Please be advised that we have reviewed the commerce or trade matter which the Montgomery County Commission proposes to discuss in executive session. It is my opinion that an executive session is authorized for this discussion under Section 7(a)(7) of Act No. 2005-40, and an open meeting will have a detrimental effect upon the competitive position of the Montgomery County Commission.

Pursuant to Section 7(a)(7) of Act No. 2005-40, a copy of this letter should be attached to the minutes of the County Commission meeting wherein the body considers a motion to convene an executive session to discuss this matter.

Sincerely,



Ellen G. McNair, CEcD
Senior Vice President
Corporate Development



BUILDING BUSINESS. BUILDING THE River REGION.

20-1

UPCOMING BIDS/CONTRACT RENEWALS

<u>Month</u>	<u>Contract No.</u>	<u>Item</u>	<u>Department</u>	<u>Vendor</u>	<u>Renewal Date</u>	<u>Expiration Date</u>
<u>SEPT</u>						
	51901-17B-027	Preventive Maintenance	Support Service	Climate Services	Sept 30, 2019	Sept 30, 2020
	52110-16B-033	Oil Service & Tire Rotation	Sheriff's Office	Stivers Ford		Sept 30, 2019
	51100-15B-027	Cafeteria Lease	County Commission	ASE Cakes and Catering, LLC		Sept 7, 2021
	53300-16B-030	Concrete Pipe	Engineering	Forterra Pipe & Precast		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 Alternative	Youth Facility	The Bridge, Inc.	Sept 30, 2019	Sept 30, 2020
	51901-18B-024	Landscape Maintenance Services	Recreations	Harrison and Associates Service, LLC	Aug 31, 2019	Aug 31, 2021
<u>OCT</u>						
	52110-16B-038	Footwear	Sheriff's Office	Gulf States Distributors		Oct 16, 2019
	53000-16B-039	Metal Pipe	Engineering	Gulf Atlantic Culvert Co.		Oct 16, 2019

UPCOMING BIDS/CONTRACT RENEWALS

<u>NOV</u>						
	State of Alabama Contract T190	Leasing of Mail Machine	Support Services	Pitney Bowes		Nov 23, 2018
	51901-16B-035	Uniform Rental	Support Service	Cintas Corporation		Nov 30, 2019
	51988-17B-001	Employee Luncheon	County Commission	Chappy's Deli		Nov 20, 2019
	51988-17B-003	Catering of Food Trays	County Commission	Chappy's Deli		Nov 20, 2019
	51965-17B-016	Internet Services	Information System	Information Transport Solutions		Nov 1, 2020
	51100-16B-004	Security Guard Service	County Commission	MSF, Inc.		Nov 30, 2018
<u>DEC</u>						
	52200-19B-003	Inmate Uniforms	Detention Facility	Uniforms Manufacturing, Inc.	Dec 20, 2019	Dec 20, 2021
	51100-17B-004	Armored Car Services	Tax & Audit Probate	MAC Courier Services, LLC		Dec 31, 2019
	51100-18B-026	Clean Saturday Trash Pickup	County Commission	Liberty Disposal, Inc.	Dec 31, 2019	Dec 31, 2021
	51901-19B-007	Janitorial Services	Support Service	Fall Facility Services	Dec 31, 2019	Dec 31, 2021

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - ACTUAL COLLECTIONS
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax SSUT	Total Collections	Amount	%
OCTOBER	3,637,555	3,640,617	85,805	3,726,423	88,868	2.44%
NOVEMBER	3,589,959	3,778,868	81,395	3,860,264	270,305	7.53%
DECEMBER	3,679,876	3,804,439	110,668	3,915,107	235,231	6.39%
JANUARY	4,381,344	4,247,959	162,401	4,410,360	29,015	0.66%
FEBRUARY	3,390,222	3,462,979	185,164	3,648,143	257,920	7.61%
MARCH	3,533,778	3,620,590	166,124	3,786,714	252,935	7.16%
APRIL	4,082,814	4,135,971	156,857	4,292,828	210,014	5.14%
MAY	3,762,749	3,905,617	179,090	4,084,707	321,958	8.56%
JUNE	3,778,041	3,904,271	181,879	4,086,150	308,109	8.16%
JULY	3,996,094	3,908,043	191,319	4,099,362	103,267	2.58%
AUGUST	3,739,413	3,833,887	181,848	4,015,735	276,322	7.39%
SEPTEMBER	3,785,305					
Year to Date	\$41,571,846	\$42,243,241	\$1,682,550	\$43,925,791	\$2,353,945	5.66%

Total YTD 2018	\$45,357,151	\$41,571,846
Total YTD 2017	\$44,320,643	\$40,693,150
Total YTD 2016	\$43,552,955	\$40,031,627

MONTGOMERY COUNTY COMMISSION
SALES TAX COMPARISON - NO AUDITS OR REFUNDS INCLUDED
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

FY 2018		FY 2019			Increase (Decrease)	
MONTH DEPOSITED	1.5% Collections	1.5% Collections	Simplified Sellers Tax	Total Collections	Amount	%
OCTOBER	3,617,078	3,567,962	85,805	3,653,768	36,689	1.01%
NOVEMBER	3,514,481	3,636,595	81,395	3,717,990	203,509	5.79%
DECEMBER	3,614,897	3,680,169	110,668	3,790,837	175,940	4.87%
JANUARY	4,352,746	4,234,389	162,401	4,396,790	44,043	1.01%
FEBRUARY	3,368,368	3,349,245	185,164	3,534,409	166,041	4.93%
MARCH	3,486,733	3,473,066	166,124	3,639,190	152,457	4.37%
APRIL	4,052,651	4,035,281	156,857	4,192,138	139,488	3.44%
MAY	3,691,004	3,851,667	179,090	4,030,758	339,754	9.20%
JUNE	3,747,031	3,849,031	181,879	4,030,910	283,879	7.58%
JULY	3,881,025	3,824,437	191,319	4,015,757	134,732	3.47%
AUGUST	3,648,050	3,719,717	181,848	3,901,565	253,515	6.95%
SEPTEMBER	3,744,702					
Year to Date	\$40,974,063	\$41,221,561	\$1,682,550	\$42,904,111	\$1,930,048	4.71%

Total YTD 2018	\$44,718,766	\$40,974,063
Total YTD 2017	\$43,672,831	\$40,007,341
Total YTD 2016	\$42,941,719	\$39,429,898

22-2

MONTGOMERY COUNTY COMMISSION EDUCATION TAX COMPARISON
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

EDUCATION SALES TAX

	FY 2018	FY 2019	Increase (Decrease)	
Month Deposited	1.0% Collections	1.0% Collections	Amount	%
OCTOBER	2,384,646	2,399,152	14,506	0.61%
NOVEMBER	2,306,695	2,522,828	216,133	9.37%
DECEMBER	2,400,495	2,506,141	105,646	4.40%
JANUARY	2,838,370	2,804,945	(33,425)	-1.18%
FEBRUARY	2,158,600	2,286,383	127,782	5.92%
MARCH	2,270,301	2,380,998	110,697	4.88%
APRIL	2,637,722	2,761,600	123,878	4.70%
MAY	2,429,456	2,571,305	141,849	5.84%
JUNE	2,437,243	2,596,322	159,078	6.53%
JULY	2,588,641	2,579,312	(9,329)	-0.36%
AUGUST	2,445,755	2,531,681	85,926	3.51%
SEPTEMBER	2,454,153			
Year to Date	\$26,897,923	\$27,940,665	\$1,042,742	3.88%

GASOLINE TAX

	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
	139,037	137,322	(1,715)	-1.23%
	142,218	147,778	5,560	3.91%
	139,435	154,644	15,209	10.91%
	121,148	135,921	14,773	12.19%
	123,734	123,557	(177)	-0.14%
	119,190	123,533	4,343	3.64%
	138,955	142,610	3,655	2.63%
	140,157	138,854	(1,302)	-0.93%
	142,692	144,004	1,311	0.92%
	142,740	142,367	(373)	-0.26%
	140,788	156,317	15,529	11.03%
	145,352			
	\$1,490,093	\$1,546,907	\$56,814	3.81%

Total YTD 2018 \$29,352,076 \$26,897,923
Total YTD 2017 \$28,832,488 \$26,496,965
Total YTD 2016 \$28,751,678 \$26,433,219

\$1,635,445 \$1,490,093
\$1,630,613 \$1,464,235
\$1,622,822 \$1,478,927

22-3

MONTGOMERY COUNTY COMMISSION LODGING TAX COMPARISON

OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019

MONTH DEPOSITED	FY 2018	FY 2019	Increase (Decrease)	
	Collections	Collections	Amount	%
OCTOBER	231,009	237,680	6,672	2.89%
NOVEMBER	217,201	246,615	29,414	13.54%
DECEMBER	206,461	220,259	13,798	6.68%
JANUARY	187,943	189,119	1,176	0.63%
FEBRUARY	194,862	231,069	36,207	18.58%
MARCH	213,377	213,949	572	0.27%
APRIL	274,212	279,744	5,532	2.02%
MAY	244,681	263,086	18,406	7.52%
JUNE	260,783	262,920	2,137	0.82%
JULY	268,768	252,823	(15,945)	-5.93%
AUGUST	256,774	250,547	(6,228)	-2.43%
SEPTEMBER	239,950			
Year to Date	\$2,556,071	\$2,647,811	\$91,740	3.59%

Total YTD 2018	\$2,796,021	\$2,556,071
Total YTD 2017	\$2,634,537	\$2,403,622
Total YTD 2016	\$2,710,090	\$2,491,501

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

Statistical Report for August 2019

US Marshal Inmates Received	26
FBOP Inmates Received	22
US Marshal Inmate Carryovers from Previous Month	76
FBOP Inmate Carryovers from Previous Month	12
Total US Marshal Inmate Days	1974
Total FBOP Inmate Days	319
Total Federal Inmate Days	2293

State Inmates Received	370
State Inmate Carryovers from Previous Month	527
Total State Inmates in Facility this Month	897
Total State Carryovers to Next Month	502
Total State Inmate Days	15,985

Total Inmates (State and Federal Combined)	1033
Total Inmate Days (State and Federal Combined)	18,278

* Average Daily Population	<u>609</u>
----------------------------	------------

Total Days Billed to the State	15,985
Amount Charged to the State	\$ 27,973.75
Sheriff's Allowance	\$ 348.75
Total Charged to the State	\$ 28,322.50

Total Spent for Food this Month	\$75,443.42
Amount Over Allowance	\$75,094.67
Amount Under Allowance	--
Average Cost for Food per Inmate Day	\$4.72

23-1

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 # 0819 NMM	
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 09/03/2019		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)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
AUG Jail Bill 08/01/2019 to 08/31/2019	08/31/2019	Non-Medical Transport of Federal Inmates Montgomery County Jail (See Attached List)	914	0.58	Mile	530.12
		Submitted by: IGA # 02-11-0009 COR: _____ PT-4AP-D02- -TRP-	1	0.58		0.55
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL 530.67
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						
SOC:25302/2292 1591020XD H52 D02 HDT5001D						
P A I D B Y	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 receipted 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 _____	

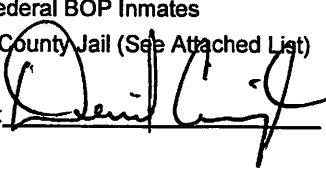
Previous edition usable

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.

23-3

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 #08-2019	
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 09/03/2019		SCHEDULE NO.	
				CONTRACT NUMBER AND DATE		PAID BY FBOP Montgomery	
				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			
GOVERNMENT B/L NUMBER							
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)	QUAN- TITY	UNIT PRICE		AMOUNT (1)	
				COST	PER		
AUG Jail Bill 08/01/2019 to 08/31/2019	08/31/2019	Housing of Federal BOP Inmates Montgomery County Jail (See Attached List) Submitted by:  COR: _____	319	48	Day	15,312.00	
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below)						TOTAL	15,312.00
PAYMENT: ☐ PROVISIONAL ☐ COMPLETE ☐ PARTIAL ☐ FINAL ☐ PROGRESS ☐ ADVANCE		APPROVED FOR	EXCHANGE RATE	DIFFERENCES			
		= \$	= \$1.00				
		BY 2					
		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							
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 receipted 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.

23-4

THE STATE OF ALABAMA,

VC000138113

Payable to Montgomery

(County)

For feeding prisoners in the jail of said county during the month of September, 2019

Month, Year

Date	Total # In Jail	Insane	Juvenile	Municipal	Federal	Other	# In Jail State	Per Capita
1	524						524	\$ 1,179.00
2	516						516	\$ 1,161.00
3	513						513	\$ 1,154.25
4	512						512	\$ 1,152.00
5	521						521	\$ 1,172.25
6	525						525	\$ 1,181.25
7	531						531	\$ 1,194.75
8	514						514	\$ 1,156.50
9	516						516	\$ 1,161.00
10	515						515	\$ 1,158.75
11	517						517	\$ 1,163.25
12	522						522	\$ 1,174.50
13	527						527	\$ 1,185.75
14	526						526	\$ 1,183.50
15	523						523	\$ 1,176.75
16	524						524	\$ 1,179.00
17	525						525	\$ 1,181.25
18	526						526	\$ 1,183.50
19	523						523	\$ 1,176.75
20	516						516	\$ 1,161.00
21	512						512	\$ 1,152.00
22	518						518	\$ 1,165.50
23	507						507	\$ 1,140.75
24	506						506	\$ 1,138.50
25	503						503	\$ 1,131.75
26	502						502	\$ 1,129.50
27	501						501	\$ 1,127.25
28	509						509	\$ 1,145.25
29	510						510	\$ 1,147.50
30	499						499	\$ 1,122.75
31	502						502	\$ 1,129.50
Total	15985						15985	\$ 35,966.25

Average Monthly Prisoner %

100.00%

100.00%

Total Amount Chargeable to the State (0900-14) \$ 35,966.25

Under penalty of perjury, I Derrick Cunningham, Sheriff of said County, swear or affirm that the payment request for \$ 35,966.25 Dollars is correct, that no part thereof has previously been requested, and that any funds requested on the above accounting and received by the sheriff's office, will, after the date hereof, be used only for their appropriated purpose: "food for prisoners in the county jail" from funds paid under authority of Ala. Code §14-6-42, and for "jail operation or for law enforcement purposes related to the operation of the office of sheriff" under authority of Ala. Code §14-6-47 (a).



Sheriff's Signature

23-5

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

MTGY CO. COMMISSION
SEP 5 '19 AM8:14

August 2019 Monthly Jail Report -- State Inmates

Number of Inmates Brought Over from Previous Month:

O/M	8	1.02%
W/M	81	16.33%
B/M	382	68.37%
W/F	21	6.12%
B/F	35	8.16%
O/F	0	0.00%
Total	527	100.00%

Number of Inmates Received During the Month:

O/M	1	0.27%
W/M	60	16.22%
B/M	237	64.05%
W/F	24	6.49%
B/F	47	12.70%
O/F	1	0.27%
Total	370	100.00%

Total Number of Inmates in Jail During the Month:

O/M	9	1.00%
W/M	141	15.72%
B/M	619	69.01%
W/F	45	5.02%
B/F	82	9.14%
O/F	1	0.11%
Total	897	100.00%

Number of Inmates Released or Removed During the Month:

O/M	4	1.01%
W/M	66	16.71%
B/M	256	64.81%
W/F	26	6.58%
B/F	43	10.89%
O/F	0	0.00%
Total	395	100.00%

Number of Inmates Carried Over at the Close of the Month:

O/M	5	1.00%
W/M	75	14.94%
B/M	363	72.31%
W/F	19	3.78%
B/F	39	7.77%
O/F	1	0.20%
Total	502	100.00%

23-6

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

August 2019 Monthly Jail Report -- U.S. Marshal Inmates

Number of Inmates Brought Over from Previous Month:

O/M	13
W/M	18
B/M	45
W/F	0
B/F	0
O/F	0
Total	<u>76</u>

Number of Inmates Received During the Month:

O/M	4
W/M	5
B/M	14
W/F	0
B/F	3
O/F	0
Total	<u>26</u>

Number of Inmates in Jail During the Month:

O/M	17
W/M	23
B/M	59
W/F	0
B/F	3
O/F	0
Total	<u>102</u>

Number of Inmates Released or Removed During the Month:

O/M	4
W/M	7
B/M	14
W/F	0
B/F	1
O/F	0
Total	<u>26</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	13
W/M	16
B/M	45
W/F	0
B/F	2
O/F	0
Total	<u>76</u>

23-7

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

August 2019 Monthly Jail Report -- Federal Bureau of Prison Inmates

Number of Inmates Brought Over from Previous Month:

O/M	3
W/M	3
B/M	6
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

Number of Inmates Received During the Month:

O/M	0
W/M	5
B/M	5
W/F	0
B/F	0
O/F	0
Total	<u>10</u>

Number of Inmates in Jail During the Month:

O/M	3
W/M	8
B/M	11
W/F	0
B/F	0
O/F	0
Total	<u>22</u>

Number of Inmates Released or Removed During the Month:

O/M	3
W/M	5
B/M	4
W/F	0
B/F	0
O/F	0
Total	<u>12</u>

Number of Inmates Carried Over at the Close of the Month:

O/M	0
W/M	3
B/M	7
W/F	0
B/F	0
O/F	0
Total	<u>10</u>

23-8