

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
FEBRUARY 19, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:03 a.m. The meeting was held at the Montgomery County Administration Building and Courthouse Annex III.

The meeting was opened with prayer led by Commissioner Williams. All five Commissioners were present.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY PRESIDING CIRCUIT JUDGE CHARLES PRICE, CIRCUIT JUDGE JOHNNY HARDWICK AND CIRCUIT JUDGE EUGENE W. REESE

Presiding Circuit Judge Charles Price briefed the commission regarding the establishment of a Public Defenders Office. Judge Price stated that the funding will come from the State of Alabama and the public defenders will be state employees. Circuit Judge Johnny Hardwick and Circuit Judge Eugene W. Reese also spoke in support of the program. Judge Price requested that the Commission provide office space for the Public Defender's Office. Relative to the Judge's request, Administrator Mims said the Commission could consider purchasing the Knox House/Office building at 419 S. Perry St. Administrator Mims said the space is in good shape considering the building was built in the 1840s and mention that it is a short walk from the county courthouse and is right across the street from the parking deck. The list price on the 11,330-square-foot building is \$995,000. He said the building also could be used to temporarily house the district attorney's office until the current space in Annex I is renovated. He said the public defender's office could move in after. Deputy Administrator Mitchell stated that investing in a 163-year-old building would be a money pit, and that the commission should consider buying a newer building. After discussion, the Commission agreed to consider Judge Price's request and the possible purchase of the property. (Copy of Letter from Presiding Circuit Judge Charles Price, Page 22-1, is attached to these minutes)

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees.

Administrator Mims informed the Commission that he added the Annual County Tax Levies for 2013 to the agenda. He stated that no new taxes are being approved.

Administrator Mims briefed the Commission regarding items on the agenda.

Administrator Mims presented Budget Change Request Number 6 from the Engineering Department and Budget Change Request Number 1 from the Personnel Department. After discussion, the Commission agreed to waive rules and add these items to the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean and Commissioner Williams requested a \$500 miscellaneous appropriation from each of their accounts to the Montgomery Improvement Association for promotion of tourism and other expenses relating to the Selma to Montgomery March and the Martin Luther King Parade. Vice Chairman Harris and Commissioner Ingram requested a \$250 miscellaneous appropriation from each of their accounts for the same event. After discussion, the Commission agreed to waive rules and add these items to the agenda.

PRESENTATION BY PROBATE JUDGE STEVEN L. REED AND CHIEF REVENUE CLERK ALLYSON HOLLAND

Probate Judge Steven L. Reed briefed the Commission regarding a Position Fill Request for Director of Elections, Position Number 780081002. After discussion, the Commission agreed to waive rules and add this item to the agenda.

The Commission discussed with Judge Reed the Revenue Commissioner's and Probate Judge's Bill, which is a Bill to be entitled an Act relating to Montgomery County; to provide for the transfer of all duties, responsibilities and liabilities relating to the assessment and collection of ad valorem taxes on motor vehicles from the Revenue Commissioner to the Judge of Probate and providing an effective date. Chief Revenue Clerk Allyson Holland stated that the Revenue Commissioner's Office is in support of the Bill. After discussion, the Commission agreed to approve it, subject to approval by both the Revenue Commissioner and the Probate Judge.

PRESENTATION BY CHIEF APPRAISER CLAY HENLEY

Chief Appraiser Clay Henley briefed the Commission regarding Amendment 1 to the Contractual Agreement with Intergraph Services Company (ISC) for the Planimetric Map features that go along with the aerial photography regarding clarification of the Scope of Work and to provide delivery dates for completed work. After discussion, the Commission agreed to place this item on the next agenda, subject to review by the County Attorney.

Mr. Henley briefed the Commission regarding a Request for Proposal for a GIS software program that will assist the Appraisal Department and the Appraisers in maintaining and analyzing inventory of all improvements on each parcel within Montgomery County. There was no objection to proceed by the Commission.

COMMENTS BY ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims informed the Commission that the next County Commission meeting will be held on Monday, March 11, 2013, which gives the Commission three weeks between

meetings. The regularly scheduled County Commission meeting of March 18, 2013, will still be held the following week.

Administrator Mims presented a Bid Award regarding Transmission Service, Bid Number 52110-13B-003. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented County Levies for Alcoholic Licensing for 2013-2014. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Renewal Contract with Haynes Ambulance regarding emergency medical services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding a Bill to be entitled an Act relating to Montgomery County; to provide for service of process in Montgomery County, to increase the fee for civil or criminal documents with certain exceptions and to provide for the disposition of funds. A \$30 Service of Process Fee goes to the County Commission.

Administrator Mims briefed the Commission regarding board member reappointments to Pike Road Volunteer Fire Protection Authority, Pilgrim-Providence Water and Fire Protection Authority to Pine Level Water Authority, Pintlala Water and Fire Protection Authority and Sellers Station Water and Fire Protection Authority. After discussion, the Commission agreed to place these reappointments on the next agenda. Administrator Mims stated that he would be following up with several more boards regarding their reappointments.

Deputy Administrator Mitchell briefed the Commission regarding two (2) Service Maintenance Worker I positions for Support Services (Housekeeping). After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims briefed the Commission regarding Position Fill Requests for Deputy Sheriff Corporal, Position Number 165 and Deputy Sheriff Trainee/Deputy Sheriff, Position Number to be determined, for the Sheriff's Department. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims briefed the Commission regarding a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 200, for the Detention Facility. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Ingram inquired as to the federal inmate population in the County Detention Facility. Sheriff Marshall responded that the City of Montgomery was starting to receive the federal inmates. Administrator Mims stated that he has talked with Sheriff Marshall regarding the continued housing of federal inmates in the County jail and that it would be good for two Commissioners and staff to meet with U.S. Marshall Art Baylor to encourage the Federal Marshalls to keep using the County Detention Facility to house their inmates.

After discussion, the Commission asked Administrator Mims to schedule Commissioners and Chief Deputy Cunningham to visit with Mr. Baylor.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell presented a Position Fill Request for Juvenile Detention Officer I, Position Number 900300018, for the Youth Facility. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a Bill to be entitled an Act relating to Montgomery County; to provide for service of process in Montgomery County; to increase the fee for civil or criminal documents with certain exceptions and to provide for the disposition of funds. A \$10 Service of Process Fee goes to the Montgomery County Circuit Clerk and a \$20 Service of Process goes to the County Commission. The Commission asked Administrator Mims to invite Ms. McCord to visit the Commission later in the morning.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake discussed the Engineering Department's need to fill eight (8) County Road Equipment Operator II vacancies that have resulted from recent retirements and promotions. After discussion, the Commission agreed to waive the rules and add four (4) Position Fill Requests for County Road Equipment Operator II to the agenda. The Commission also agreed to place four (4) Position Fill Requests for County Road Equipment Operator II on the next Thursday Memo.

PRESENTATION BY MANAGER MYLES MAYBERRY, III, WITH ALABAMA STATE UNIVERSITY DEMOGRAPHIC RESEARCH SERVICES

Manager Myles Mayberry, III, with Alabama State University Demographic Research Services briefed the Commission regarding the proposed modifications to precinct boundaries in Montgomery County Commission District One represented by Vice Chairman Daniel Harris, Jr.

PRESENTATION BY CIRCUIT CLERK TIFFANY MCCORD

Circuit Clerk Tiffany McCord briefed the Commission regarding a Bill to be entitled an Act relating to Montgomery County to provide for service of process in Montgomery County; to increase the fee for civil or criminal documents with certain exceptions and to provide for the disposition of funds. A \$10 Service of Process Fee goes to the Montgomery County Circuit Clerk and a \$20 Service of Process goes to the County Commission.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with prayer led by Commissioner Ingram.

The Pledge of Allegiance was led by Commissioner Polizos.

County Administrator Mims called Roll to Establish Quorum and the following Commissioners were present: Chairman Dean, Vice Chairman Harris and Members Ingram, Polizos, and Williams. Also present were County Attorney Tyrone C. Means, and County Engineer George C. Speake.

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of February 4, 2013. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

CONSENT AGENDA

The Administrator presented the Accounts Payable and Payroll Checks Authorization for Approval.

Mr. Ingram made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 7, are attached to these Minutes.)

RESOLUTION PRESENTATION

COUNTY COMMISSION – ADOPTED RESOLUTION PROCLAIMING THE MONTH OF MARCH AS CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH

The Administrator presented the following Memorandum and Resolution:

MEMORANDUM

January 15, 2013

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Certified Government Financial Manager Month Resolution

The Association of Government Accountants (AGA) is a national professional association of 15,000 members who represent every level of government financial management. The

Montgomery Chapter of the AGA is asking that the Commission issue a resolution designating March 2013, as “Certified Government Financial Manager Month” for Montgomery County.

March 2012 was proclaimed Certified Government Financial Manager Month in Alabama, Arkansas, Delaware, Georgia, Guam, Idaho, Iowa, Kentucky, Maryland, Massachusetts, Michigan, Missouri, Nebraska, New Mexico, Ohio, Pennsylvania, Texas and many local governments including Montgomery County. This year AGA chapters across the country are once again working to recognize this designation and declare March 2013 as “CGFM Month.”

I am requesting that this resolution be placed on the agenda for the February 19, 2013 Commission Meeting, so that it can be presented to members of the local chapter of the AGA. Thank you.

End of Memorandum

RESOLUTION

WHEREAS, the Alabama Chapter of the Association of Government Accountants (AGA) is a professional organization, part of the Association of Government Accountants which has a network of 15,000 members in 100 chapters in the United States and around the world and approximately 360 active members representing state, federal, county, municipal and private sector accountants, auditors, and financial managers in Alabama; and

WHEREAS, Alabama AGA Chapter members have responded to AGA’s mission of Advancing Government Accountability, as it continues its broad educational efforts, with emphasis on high standards of conduct, honor, and character in its Code of Ethics, and are making significant advances both in professional ability and in service to the citizens of Alabama by mastering increasingly technical and complex requirements, and

WHEREAS, the Certified Government Financial Manager (CGFM) program of AGA provides a means of demonstrating professionalism and competency by requiring CGFM candidates to have appropriate educational and employment history, to abide by AGA’s Code of Ethics and to pass three examinations requiring expertise in Governmental Environment, Governmental Financial Management and Control, and Governmental Accounting, Financial Reporting and Budgeting, and requires each CGFM holder to maintain certification by completing at least 80 hours of continuing professional education in government financial management topics or related technical subjects every two years.

NOW, THEREFORE BE IT RESOLVED that the Montgomery County Commission, does hereby proclaim the month of March 2013 as:

CERTIFIED GOVERNMENT FINANCIAL MANAGER MONTH
In Montgomery County, Alabama

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 19th of February, 2013.

End of Resolution

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

Mr. Ingram presented the Resolution, on behalf of the Montgomery County Commission, to several members of the Alabama Chapter of the Association of Government Accountants. He thanked them for everything they do. The members thanked the County Commissioners.

PUBLIC HEARING

PUBLIC HEARING REGARDING PROPOSED MODIFICATIONS TO PRECINCT
BOUNDARIES IN MONTGOMERY COUNTY COMMISSION DISTRICT ONE
REPRESENTED BY VICE CHAIRMAN DANIEL HARRIS, JR.

Notice of Public Hearing and Notice of Availability and
Location of Map Indicating Proposed Modifications to
Precinct Boundaries, in Montgomery County Commission District One,
Represented by Vice Chairman Daniel Harris, Jr.

The Montgomery County Commission will hold a public hearing on February 19, 2013, at 9:30 a.m. at Montgomery County Administration Building Courthouse Annex III, 1st floor Commissioners Court, 101 S. Lawrence Street, Montgomery, Alabama, to solicit public opinion on the proposed modifications to precinct boundaries, in Montgomery County Commission District One, represented by Vice Chairman Daniel Harris, Jr. The purpose of the modifications is to ease the commute to voting locations, as well as to decrease the congestion in voting locations. The proposal includes the addition of a new precinct and voting location at Peter Crump Elementary School, 3510 Woodley Rd, Montgomery, AL 36116.

A map, highlighting the proposed additional voting precinct in Montgomery County District One, is available for inspection in the waiting area of the Montgomery County Commission Offices, Montgomery County Administration Building Courthouse Annex III, 101 S. Lawrence Street, Montgomery Alabama, for four (4) consecutive weeks prior to the public hearing. The Montgomery County Commission will consider a resolution approving the proposed changes to District One Precincts, in accordance with said map at the regularly scheduled County Commission meeting on February 19, 2013 at 9:30 a.m. at the Montgomery County Administration Building Courthouse Annex III, 1st floor Commissioners Court, 101 S. Lawrence Street, Montgomery, Alabama.

End of Public Notice

Chairman Dean opened the Public Hearing and asked if anyone in the audience wanted to address the Commission regarding the proposed modifications to precinct boundaries, in Montgomery County Commission District One, represented by Vice Chairman Daniel Harris, Jr. Alabama State University Demographic Research Services Manager Myles Mayberry III, addressed the Commission explaining the proposed changes to County Commission District One. Mr. Leu Hammonds expressed support for the proposed changes. No one else addressed the Commission, and Chairman Dean declared the Public Hearing closed.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE PROPOSED
MODIFICATIONS TO PRECINCT BOUNDARIES IN MONTGOMERY COUNTY
COMMISSION DISTRICT ONE REPRESENTED BY VICE CHAIRMAN DANIEL HARRIS,
JR.

The Administrator presented the following Resolution:

RESOLUTION AUTHORIZING CREATION OF NEW ADDITIONAL PRECINCT AND
MODIFICATION OF CERTAIN OTHER PRECINCTS WITHIN MONTGOMERY COUNTY
DISTRICT ONE

WHEREAS, *Code of Alabama 1975, §17-6-2* provides that: “The governing body of each county shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries using the most recent federal decennial census tract and block map and designate the precincts. The governing body of each county shall by resolution adopt the establishment and boundaries of each precinct”; and

WHEREAS, the Montgomery County Commission has heretofore entered into a Service Agreement authorizing and directing that Alabama State University Center for Leadership and Public Policy draft proposed modifications to precinct boundaries within Montgomery County Commission District One, which is currently represented by Vice Chairman Daniel Harris, Jr.; and

WHEREAS, the proposed modifications shall result in voting precincts that are more convenient to voters by reducing congestion and easing the commute. The proposed modifications shall only affect Voting Precincts 102, 104 and 105 which shall retain the same voting locations. An additional precinct –Voting Precinct Number 106 shall be created and the voting location will be voting at Peter Crump Elementary School, 3510 Woodley Road, Montgomery, Alabama; and

WHEREAS, after notice of a public hearing regarding the proposed modifications to precinct boundaries, in Montgomery County Commission District One was legally advertised, a public hearing was held on February 19, 2013, at the Montgomery County Administration Building and Courthouse Annex III, 1st Floor Commissioners Court, 101 S. Lawrence Street, Montgomery, Alabama. After the proposed plan was presented to the members of the public in attendance, the matter was openly discussed. Members of the public were given the opportunity to voice their opinions about the proposed plan; and

WHEREAS, upon adoption of this Resolution by the Montgomery County Commission, the Resolution shall be submitted to the United State Department of Justice for preclearance under Section 5 of the Voting Rights Act prior to implementation.

NOW, THEREFORE, BE IT RESOLVED, after careful consideration of the matter discussed at said public hearing, that the Montgomery County Commission does hereby approve the creation of new Voting Precinct Number 106, located at Peter Crump Elementary School, 3510 Woodley Road, Montgomery, Alabama and adopt the proposed modifications to precinct boundaries 102, 104 and 105 in Montgomery County Commission District One as prepared by Alabama State University Center for Leadership and Public Policy effective February 20, 2013 for County, State and Federal Elections subject to United States Department of Justice preclearance, which is described in the attached census block schedule containing 6 pages and shown on the attached map.

See the attached exhibits. Exhibit A - Map of District One Original Precinct Plan Adopted September 21, 2011 and pre-cleared by the United States Department of Justice; Exhibit B – Map of District One Proposed Precinct Plan, Exhibit C – Census Block Schedule, Montgomery County Precincts Original Plan DOJ and Exhibit D – Census Block Schedule, Montgomery County Precincts Proposed Final Plan DOJ.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this the 19th day of February, 2013.

End of Resolution

Vice Chairman Harris made a motion to adopt the Resolution. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies Emails, Exhibit A - Map of District One Original Precinct Plan Adopted September 21, 2011 and pre-cleared by the United States Department of Justice; Exhibit B – Map of District One Proposed Precinct Plan, Exhibit C – Census Block Schedule, Montgomery County Precincts Original Plan DOJ and Exhibit D – Census Block Schedule, Montgomery County Precincts Proposed Final Plan DOJ, Agenda Pages 1-3 through 1-20, are attached to these Minutes)

COUNTY COMMISSION – APPROVED COUNTY TAX LEVIES FOR THE YEAR 2013

The Administrator requested adoption of the following resolutions regarding County Tax Levies for the Year 2013:

COUNTY TAX LEVIES FOR THE YEAR 2013

RESOLUTION #1

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that for the purpose of paying the expenses of Montgomery County for the current tax year, there is hereby levied for the tax year 2013, a tax of fifty cents upon each \$100.00 of taxable property in said County liable or subject to taxation for the year 2013, which began with October, 2012.

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

RESOLUTION #2

RESOLVED, that it is hereby ordered by this County Commission of Montgomery County, that for the purpose of paying any debt or liability now existing incurred for erection, construction or maintenance of necessary public buildings, bridges, or roads, there is hereby levied a special tax of twenty-five cents upon each \$100.00 of taxable property subject to or liable to taxation in said County for the tax year 2013, which began with October, 2012.

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION #3

RESOLVED, that it is hereby ordered by the County Commission of Montgomery County, Alabama, that there be and is hereby levied in the County of Montgomery, Alabama, effective on June 1, 1951, an excise tax of one-cent per gallon upon the sale of gasoline and other motor fuels, as defined in said Act of the Legislature of Alabama, approved May 30, 1951. The proceeds of said tax when collected by this Commission, less the cost of the collection of same, shall be paid monthly to the custodian of County school funds of Montgomery County, to be used for the maintenance and operation of the public school system of said Montgomery County, Alabama.

Mr. Williams made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION #4

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 19, 2013, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2012-2013, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 93-319 of the Regular Session of the 1993 Legislature of Alabama.

Mr. Polizos made a motion to adopt the Resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

RESOLUTION #5

RESOLVED, that it is hereby ordered and adjudged by the County Commission of Montgomery County, Alabama, at a Regular Meeting of said Commission held in the Commission Chambers, Montgomery County, Alabama, on this Tuesday, February 19, 2013, that there be and is hereby levied an annual special ad valorem tax to provide funding for the Volunteer Fire Departments who provide services in the unincorporated areas of Montgomery County in the amount of twenty-five cents on each \$100.00 of taxable property in the unincorporated areas of Montgomery County for the fiscal year 2012-2013, in addition to the taxes now authorized. Said tax to be assessed and collected annually for fire and rescue service to be provided within the said unincorporated areas of Montgomery County for said fiscal year, and the Revenue Commissioner of Montgomery County be and is hereby directed to assess the tax herein levied annually as other State ad valorem taxes are assessed and the Revenue Commissioner of said Montgomery County is hereby directed to collect said tax annually as provided and directed by Act No. 2001-449 of the Regular Session of the 2001 Legislature of Alabama.

Mr. Williams made a motion to adopt the Resolution. The motion was seconded by Mr. Ingram and unanimously approved by the Commission.

RESOLUTION # 6

There is hereby levied upon all property and subjects of taxation within Montgomery County for the tax year that began October 1, 2012 (for which tax year taxes become due and payable on October 1, 2013), and for each succeeding tax year thereafter as set forth below, the following:

A special countywide tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, for a period of twenty (20) consecutive years beginning with the levy of the tax that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 1 of Amendment No. 3 of the said Constitution and the said election held in Montgomery County, Alabama, on November 2, 2004.

Mr. Polizos made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

RESOLUTION # 7

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries of which are conterminous with the corporate limits of the City of Montgomery), for the tax year that began October 1, 2012 (for which tax year taxes become due and payable on October 1, 2013), and for each succeeding tax year thereafter for the remaining period of twelve (12) consecutive years a special district school tax at the rate of three and one-half (3-1/2) mills on each dollar of the assessed value of taxable property, beginning with the levy that began October 1, 2005 (for which first tax year taxes become due and payable on October 1, 2006), pursuant to Section 2 of Amendment No. 3 of the said Constitution and the said election held on November 2, 2004.

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

RESOLUTION #8

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 1 (the boundaries outside the corporate limits of the City of Montgomery excluding the Town of Pike Road) and Montgomery County School District No. 4 (Town of Pike Road) for the tax year that began October 1, 2012 (for which tax year taxes become due and payable on October 1, 2013), a special district school tax at the rate of six and one-half (6-1/2) mills on each dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Mr. Williams made a motion to adopt the Resolution. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

RESOLUTION #9

There is hereby levied upon all property and subjects of taxation within the Montgomery County School District No. 2 (the boundaries inside the corporate limits of the City of Montgomery excluding the areas not receiving all city services) and Montgomery County School District No. 3 (the areas inside the corporate limits of the City of Montgomery not receiving all city services) for the tax year that began October 1, 2012, (for which tax year taxes become due and payable on October 1, 2013) a special district school tax at the rate of three (3) mills on each

dollar of the assessed value of taxable property pursuant to Amendment No. 2 of the said Constitution of the State of Alabama and the said election held on November 7, 2006.

Mr. Ingram made a motion to adopt the Resolution. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

PROBATE JUDGE'S OFFICE (ELECTIONS) – APPROVED CONTRACT AMENDMENT NUMBER 1 WITH PRO MOVERS & STORAGE REGARDING DELIVERY, PLACEMENT, PRECINCT ASSEMBLY AND RETURN OF COMPUTERIZED VOTING AND ELECTION SYSTEMS

The Administrator presented the following memorandum from Purchasing Manager Pat Silas:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Purchasing Manager

DATE: January 30, 2013

SUBJECT: Contract No. 51910-10C-007, Delivery, Placement,
Precinct Assembly of Election System Equipment

Request approval of Amendment No. 1 to the above referenced contract, with Pro Movers & Storage, be placed on a future agenda for the County Commission meeting.

Amendment No. 1 will extend the contract for an additional three (3) month period, beginning April 1, 2013 and ending June 30, 2013, with no increase in price and no changes to the original specifications.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Amendment Number 1, Agenda Page 3-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED GRANT AGREEMENT, GRANT NUMBER DOE-028-12, WITH ADECA, REGARDING WEATHERIZATION ASSISTANCE PROGRAM

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Grant Agreement Number DOE-028-12 for Weatherization Program

During the February 4, 2013 County Commission meeting, Executive Director Greg Clark with Central Alabama Regional Planning and Development Commission presented a Grant Agreement for the Weatherization Assistance Program for Low-Income Persons, Grant Agreement Number DOE-028-12 in the amount of \$159,168. After discussion, the Commission requested that this item be placed on the February 19, 2013 agenda.

I am requesting that the Commission consider approval of this Grant Agreement.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Grant Agreement, Agenda Pages 4-2 through 4-16, is attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED REQUEST FOR PROPOSED AWARD OF TELECOMMUNICATION CONTRACT WITH CENTURY TEL ACQUISITION, LLC, D/B/A CENTURYLINK, REGARDING MASTER AGREEMENT & BUILDING ENTRY AGREEMENT, CONTRACT NUMBER 51910-10C-007

The Administrator presented the following memorandum from Chief Information and Technology Officer Lou Ialacci:

MEMORANDUM

To: Donnie Mims

From: Lou Ialacci

Cc: Pat Silas, John T. Gray, John Mitchell

Date: December 31, 2012

RE: Telecommunications RFP Award

I am following up on my presentation to the Commissioners in their work session on December 17, 2012. At that meeting I explained that the City and County jointly released an RFP for telecommunications services. The result is a savings for both entities. The County's portion is approximately \$300,000 over the next four years.

I am including for their review and approval a recommendation document from John T. Gray, Telecommunications Manager for the City and myself. The attached document includes the following:

- A letter recommending CenturyLink Business,
- An RFP evaluation form completed individually by each of us, and
- A comprehensive spreadsheet of the services and costs offered by each of the vendors who responded to the RFP.

At the suggestion of the Commission a separate contract will be issued for the County and the City. The terms and conditions will be the same, but this allows each entity to approve and manage its own contract. The standard contractual language required by the County and City was stated in the RFP and is included in the CenturyLink Business Master Service Agreement (MSA).

I am requesting that you include this on the January 7, 2013 Commission formal session agenda to be approved by the Commission subject to a final review and approval by the County Attorney. This will allow us to move quickly to realize our savings once the contract has been reviewed and approved by the attorney.

Thank you

End of Memorandum

Mr. Williams made a motion to approve the Master Services Agreement. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Master Services Agreement, Building Entry Agreement, Memorandum, Evaluation of Telecommunications RFP 2-1013, City/County RFP Total Sheets, and Attorney Gallion's Opinion, Agenda Pages 5-2 through 5-42, are attached to these Minutes.)

APPRAISAL DEPARTMENT – APPROVED REVIEW OF ORGANIZATIONAL
STRUCTURE AND JOB DESCRIPTIONS BY MONTGOMERY CITY/COUNTY
PERSONNEL DEPARTMENT

The Administrator presented the following memorandum from Chief Appraiser Clay Henley:

February 4, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Organizational Structure/Job Descriptions

In the coming weeks and months, the Appraisal Department is going to be impacted by the loss of at least three employees due to retirement. At some point in the near future I will need to replace these employees. However, before we pursue any new hires within the Appraisal Department, I would like to conduct a full review of our organizational structure and job descriptions to ensure that all of our employees are working under the proper description and classification. Therefore, I respectfully request the approval of the Montgomery County Commission to contact the Montgomery City/County Personnel Department to begin this process. Thank you for your consideration in this matter.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

Mr. Williams asked if this was on all jobs in the County and Personnel Director Barbara Montoya informed him that it was just on the jobs in the Appraisal Department.

COUNTY COMMISSION – APPROVED COUNTY EMPLOYEE BLOOD DRIVES FOR 2013, COUNTY COMMISSION

The Administrator presented the following memorandum from Public Affairs Director DiDi Henry:

January 25, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: County Employee Blood Drives-2013

Historically, the Montgomery County Commission has sponsored two employee blood drives annually. Permission is hereby requested to sponsor two blood drives in 2013. The first would be scheduled for Thursday, February 21st with the American Red Cross and the other later in the summer with LifeSouth.

Authorization is requested to permit these blood drives and allow elected officials and department heads, at their discretion, to give employees who actually donate blood, four hours of administrative leave for having donated. This time off must be scheduled in advance with the department head or supervisor.

It is important to note that the County usually has very successful blood drives, and we know that blood donations save lives. I am requesting that this request be placed on the February 19th meeting agenda. Your approval of this request is appreciated.

Thank you.

End of Memorandum

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED AUTHORIZATION TO ALLOCATE \$3,000 FROM THE CONTINGENCY FUND FOR THE VOLUNTEER FIREFIGHTERS APPRECIATION DAY

The Administrator presented the following memorandum from Public Affairs Director DiDi Henry:

MEMORANDUM

February 1, 2013

TO: Montgomery County Commission

FROM: DiDi Henry
Public Affairs Director

SUBJECT: Annual Volunteer Firefighter Appreciation Day

The second annual Montgomery County Volunteer Firefighter Appreciation Day is scheduled for Saturday, April 6, 2013, at Garrett Coliseum. The fire departments are very excited about the event and are working to make it bigger and more successful in 2013.

This year's Appreciation Day will be open to the public and used as a recruiting tool for the volunteer fire departments. They will feature their equipment, trucks and vendor booths of their various suppliers. The fire departments are already practicing so they can be ready for the Firefighter Challenge Games, which were very exciting to watch last year. They also hope to have some type of live radio remote broadcast from the event.

Last year, the County contributed \$2,618.22 to host the event, which included catering, trophies, fun jumpers and related party supplies. This year, I am requesting \$3,000.00 to help fund this event. Commissioner Ingram has already spoken with Randy Stephenson from Garrett Coliseum and has agreed to a fee of \$1,800 to rent the coliseum. We will need additional funds to rent the fun jumpers, purchase trophies, and help pay for the radio remote and other related items. The catering is being paid for by Haynes Ambulance Services this year.

This will be a wonderful event by which the County Commission can show its appreciation for our volunteer firefighters and highlight the good that these men and women do in our community. I hope that you will fund the Firefighter Appreciation Day as requested and make plans to join us for the fun on Saturday, April 6th.

Thank you.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS
REPROGRAMMING REQUESTS

The Administrator requested approval of the following miscellaneous appropriations reprogramming requests:

February 19, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

- C-2013-64: Montgomery Baptist Hospital Foundation, for Baptist Hospice Program - \$1,000; (Ingram)
- C-2013-65: The Samaritan Counseling Center, for Mental Health Services - \$500; (Ingram)
- C-2013-66: Helicity of Montgomery, Inc., for Lagoon Park Trail - \$5,000; (Polizos)
- C-2013-67: Montgomery County Recreation Department, for Blue-Gray National Collegiate Tennis Classic, Inc., for Economic and Tourism Development - \$1,500; (Dean-\$500 and Polizos-\$1,000)
- NC-2013-73: Alabama Cooperative Extension System, for the 4H Livestock Show - \$600; (Harris-\$250, Ingram-\$250, and Polizos-\$100)

- NC-2013-74: BOE, Jefferson Davis High School, for Principal's Discretionary Fund, for Community Based Instruction's River Boat Cruise; c/o Mr. Tommy Goggins - \$500; (Harris)
- NC-2013-75: City of Montgomery, to be used by BONDS to Support the Dillard Estates Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$250; (Ingram)
- NC-2013-76: City of Montgomery, to be used by BONDS to Support the Old Bellwood Homeowner's Association, with Funding to Promote the Community Enhancement and Beautification Programs/Projects - \$1,000; (Harris)

End of Memorandum

During the County Commission Meeting this date, Chairman Dean requested that the Following Miscellaneous Appropriations Reprogramming Requests be added and his fellow Commissioners concurred:

- C-2013-68: The Montgomery Improvement Association, for Promotion of Tourism and Other Expenses Relating to the Selma to Montgomery March and the Martin Luther King Parade - \$1,500; (Dean-\$500, Harris-\$250, Ingram-\$250, and Williams-\$500)
- NC-2013-77: City of Montgomery Parks and Recreation Department, for Hayneville Road Community Center for Senior Citizens Program - \$800; (Dean)

Mr. Ingram made a motion to approve the requests. The motion was seconded by Mr. Williams and unanimously approved by the Commission.

COUNTY COMMISSION – APPROVED BID AWARD FOR TONER CARTRIDGES, BID NUMBER 51901-12B-032

The Administrator presented the following memorandum from Buyer II Tammy Turner:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Tammy Turner, Buyer II

DATE: February 7, 2013, 2013

SUBJECT: Invitation to Bid No. 51901-12B-032,
Toner Cartridges

Request approval of award on the above referenced bid to Rasix Computer Center, Inc. dba Academic Supplier, based on unit pricing, be placed on the agenda for the County Commission meeting on February 19, 2013. (copy of spread sheet attached)

The Invitation to Bid was advertised with quantities of twenty-five (25) each, for bidding purposes only. Montgomery County Commission shall have the right to purchase more or less than the quantity specified on the bid.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Spreadsheets, Agenda Pages 10-2 through 10-8, is attached to these Minutes.)

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE REQUEST NUMBER 14

The Administrator requested to approve Budget Change Request Number 14, County Commission Appropriations.

Mr. Ingram made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Budget Change Request, Agenda Page 11-1, is attached to these Minutes.)

DISTRICT ATTORNEY’S OFFICE – APPROVED POSITION FILL REQUEST FOR OFFICE RUNNER, POSITION NUMBER 408080024

The Administrator presented the following memorandum from Administrative Assistant of the District Attorney’s Office Rhonda B. Cape:

MEMORANDUM

TO: Montgomery County Commission

FROM: Rhonda B. Cape
Administrative Assistant

DATE: February 6, 2013

SUBJECT: Position Fill Request

As discussed at the February 4, 2013 Information Session, attached is the position fill request for Office Runner which the Commission agreed to place on the next agenda.

I respectfully request approval of this item.

Thank you.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Item 12-2, is attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE PROBATION OFFICER I, POSITION NUMBER 900306030

The Administrator presented the following memorandum from Juvenile Court Administrator Bruce R. Howell:

MEMORANDUM

To: Mr. Donnie Mims
From: Bruce R. Howell, Juvenile Court Administrator
Date: February 5, 2013
Re: Juvenile Probation Officer I Fill Request

We recently promoted a Juvenile Probation Officer II to Juvenile Probation Supervisor which created a vacancy in our Intake Division. I am requesting approval of the fill request at the formal session of the February 19th County Commission Meeting to replace the Juvenile Probation Officer II vacancy with a Juvenile Probation Officer I.

Thank you for your consideration!

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 13-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED PERFORMANCE EVALUATION OF COUNTY ADMINISTRATOR AND ANNUAL MERIT INCREASE FROM PAY GRADE A16, STEP 11 TO PAY GRADE A16, STEP 12, EFFECTIVE SEPTEMBER 14, 2012

The Administrator presented the following memorandum:

February 6, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Performance Evaluation of County Administrator

During the February 4, 2013 County Commission meeting, the Commission discussed the Performance Evaluation for County Administrator and annual merit increase from Pay Grade A16, Step 11 to Pay Grade A16, Step 12, effective September 14, 2012. The Commission agreed to place this item on the next agenda.

I am requesting approval of this Performance Evaluation and merit increase.

Should you have any questions, please contact me.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (15)

The Administrator recommended the following Travel/Training Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. County Commission	Request Number 19
2. Public Affairs	Request Number 6
3. Revenue Commissioner's Office	Request Number 2
4. Tax & Audit Department	Request Numbers 6, 7, and 8
5. Detention Facility	Request Number 4
6. Youth Facility	Request Numbers 7, 8, and 9
7. Engineering Department	Request Number 4
8. Community Corrections	Request Number 4
9. District Attorney's Office	Request Numbers 20, 22, and 23

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 15-1 and 15-15, are attached to these Minutes.)

WAIVED RULES

Chairman Dean requested to waive rules and add the following items to the agenda, and his fellow Commissioners concurred:

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (2)

The Administrator recommended the following Budget Change Requests for approval by the Commission:

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. Engineering Department	Request Number 6
2. Personnel Department	Request Number 1

Mr. Ingram made a motion to approve the budget change requests. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 16-1 and 16-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED A BILL TO BE ENTITLED AN ACT RELATING TO MONTGOMERY COUNTY; TO PROVIDE FOR THE TRANSFER OF ALL DUTIES, RESPONSIBILITIES, AND LIABILITIES RELATING TO THE ASSESSMENT AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FROM THE REVENUE COMMISSIONER TO THE JUDGE OF PROBATE; AND PROVIDING AN EFFECTIVE DATE

The Administrator requested approval of a Bill to be Entitled an Act relating to Montgomery County; to provide for the transfer of all duties, responsibilities, and liabilities relating to the assessment and collection of Ad Valorem Taxes on motor vehicles from the Revenue Commissioner to the Judge of Probate; and providing an effective date.

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copy of Bill to be Entitled an Act, Agenda Pages 17-1 and 17-2, is attached to these Minutes.)

PROBATE JUDGE’S OFFICE – APPROVED POSITION FILL REQUEST FOR DIRECTOR OF ELECTIONS, POSITION NUMBER 780081002

The Administrator requested approval of position fill request for Director of Elections, position number 780081002.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Position Fill Request, Agenda Page 18-1, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED POSITION FILL REQUESTS FOR FOUR COUNTY ROAD EQUIPMENT OPERATOR II’S, POSITION NUMBERS TO BE DETERMINED

The Administrator requested approval of position fill requests for four County Road Equipment Operator II’s, position numbers to be determined.

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Requests, Agenda Pages 19-1 through 19-5, are attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

Dr. Sharon Richards, executive director of **CATCH** (Coalition Against the Cycle of High School Dropouts) and high school students of CATCH presented a token of their appreciation to each of the Commissioners and thanked them for their support of the program. Chairman Dean asked that each student come forward to introduce themselves. The Commissioners thanked them.

Commissioner Ingram told the audience that it was good see everyone and stated that he hopes that they all have a great week.

Commissioner Williams wished everyone a good week and added that he hopes to see everyone at the next meeting.

Commissioner Polizos said good morning and encouraged everyone to wash their hands to stay healthy.

Chairman Dean commended CATCH for helping kids to succeed. He expressed his appreciation for all that CATCH does and added that the Commission does not mind investing in these types of organizations. He further expressed his appreciation to all department heads for their leadership.

Vice Chairman Harris thanked everyone for coming to today’s meeting. He informed Dr. Richards that he has referred people to the CATCH program and that he believes in second chances. He thanked Alabama State University Demographic Research Services Manager Myles Mayberry III, for helping him in redefining the precinct lines, adding that District One is the most diverse district from west to east. He noted that it is huge and with only five voting locations, that made it difficult for the residents to vote. He also thanked Mr. Hammonds for his input. He thanked the audience for attending and encouraged them to be healthy.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission regarding a checklist for conducting lawful Executive Sessions. (Copy of Checklist for Conducting Lawful Executive Sessions, Page 20-1, is attached to these Minutes.)

RECESS TO EXECUTIVE SESSION

Vice Chairman Ingram made a motion to go into the Executive Session, based upon a letter from Chamber of Commerce Senior Vice President of Corporate Development Ellen G. McNair, requesting the convening of an Executive Session to discuss a commerce issue. Administrator Mims noted that all five County Commissioners were present. Administrator Mims stated that the Commission would recess to the Information Session immediately following the Executive Session which could take fifteen to thirty minutes. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner openly giving their individual vote. Chairman Dean recessed the Information Session to the Executive Session. (The letter from Ellen G. McNair, Page 21-1, is attached to these Minutes.)

RECESS TO INFORMATION SESSION

Commissioner Ingram made a motion to recess the Executive Session. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission. Chairman Dean recessed the Executive Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

PRESENTATION BY GRANT WRITER LESLIE YORK AND SPECIAL PROJECTS MANAGER STEVE TILL WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Grant Writer Leslie York and Special Projects Manager Steve Till with Central Alabama Regional Planning and Development Commission briefed the Commission regarding a Delegation of Authority Agreement concerning Eastwood Villa Housing Rehabilitation. The Commission requested that the Agreement be modified to include the cost and agreed to place the modified Agreement on the next agenda.

PRESENTATION BY EXECUTIVE DIRECTOR JUANIDA PITTS AND OWNER MELINDA RICKETTS WITH A CUT ABOVE THE REST TRAINING FACILITY

Executive Director Juanida Pitts and Owner Melinda Ricketts with A Cut Above the Rest Training Facility briefed the Commission regarding the program and requested funding. The Commission asked for additional information regarding their plans.

PRESENTATION BY CHIEF INFORMATION AND TECHNOLOGY OFFICER LOU IALACCI

Chief Information and Technology Officer Lou Ialacci briefed the Commission regarding a Bid Award and Maintenance Agreement with Alternative Maintenance Solutions of Georgia concerning maintenance for computer storage hardware and software. After discussion, the Commission agreed to place this item on the next agenda.

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims presented a letter from Project Chairman Ed Grimes with Helicity of Montgomery, Inc. requesting funding for the Lagoon Park Trail Project. Administrator Mims reminded the Commission that during the February 4, 2013, County Commission meeting, Founder Johnny Veres with Helicity Montgomery briefed the Commission regarding the proposed walking trail and Commissioner Polizos requested a \$5,000 miscellaneous appropriation from his account for this project.

Administrator Mims presented a letter from Chief Deputy Derrick Cunningham requesting funding in the amount of \$5,000 for the Lanier High School, Law & Public Safety Academy Summer Program. He stated that he would find out who is to receive the funds. Chairman Dean, Vice Chairman Harris and Commissioners Ingram and Polizos requested a \$1,000 miscellaneous appropriation from each of their accounts for the program. The Commission agreed to place these items on the next agenda.

Administrator Mims presented a memorandum regarding the possible purchase of the Knox House/Office Building located at 419 S. Perry Street. He stated that Judge Price will be looking at the house. He noted that if the building was purchased utilizing a loan, it could possibly be repaid through a long-term lease with the State of Alabama. Commissioner Ingram stated the State of Alabama would need to provide the County with a Letter of Intent regarding a long-term lease.

Administrator Mims presented a thank you letter from U.S. Representative Terri A. Sewell regarding the assistance of Administrator Mims and Deputy Administrator Mitchell in helping her staff prepare for her Town Hall event.

Administrator Mims presented a letter from Hyundai Motor Manufacturing Alabama, LLC, Chief Financial Officer Taig Kyou Kim, certifying that HMMA maintained the average number of full-time employees at an Average Wage Rate not less than the Target Wage Rate.

Administrator Mims presented a letter from Senior Vice President Jay A. Dorman with Huntingdon College requesting the voting precinct be moved from 3139 Jim Wilson Loop East back to 1125 East Fairview Avenue. Administrator Mims stated that he would research the issue and report back to the Commission.

Administrator Mims presented a Schedule of Upcoming Bids/Contract Renewals.

Administrator Mims presented copies of Revenue Reports for January 2013 from Tax and Audit Department.

Administrator Mims presented a Population Report for January 2013 for the Mac Sim Butler Detention Facility, which showed an average daily population of 668.

Administrator Mims presented the Census and Fiscal Report for January 2013 for Community Corrections.

Administrator Mims noted that during the February 4, 2013, County Commission meeting, Mr. Keith Johnson with the Council on Substance Abuse briefed the Commission regarding the Community Recovery Support Track (CREST) and requested funding for the program. Commissioner Polizos requested a \$500 miscellaneous appropriation from his account for this program. After discussion, the Commission agreed to place this item on the next agenda.

DISCUSSION BY THE COMMISSION

Commissioner Polizos requested a \$500 miscellaneous appropriation from his account to the Lee High School Football Team. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims noted that during the February 4, 2013, County Commission meeting, National Multiple Sclerosis (MS) Society Alabama-Mississippi Chapter Vice President Andrew Bell briefed the Commission regarding the MS Society and requested funding in the amount of \$5,000 for two programs.

Administrator Mims noted an employee who had submitted a Notice of Application for Retirement Allowance.

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commission on upcoming events, noting the State of the City /County Address on Tuesday, February, 26, 2013, at the RSA Activity Center.

ADJOURNMENT

Commissioner Ingram made a motion to adjourn the meeting of the Montgomery County Commission on February 19, 2013, at 11:25 a.m. The motion was seconded by Commissioner Polizos and unanimously approved by the Commission.

02-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-01-13

Check Number	To	Check Number
232781		232854
Total Checks Paid		\$520,952.81

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

02-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-01-13

Check Number	To	Check Number
232856		232937
Total Checks Paid		\$672,897.02

CHECK #	PAYEE	AMOUNT	DATE
232855	Alabama Gas Corp.	\$ 31,205.75	01/31/13

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-08-13

Check Number	To	Check Number
232939		233008
Total Checks Paid		\$492,030.27

CHECK #	PAYEE	AMOUNT	DATE
232938	Postmaster Bulk Mailing	\$ 6,226.18	02/06/13

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

02-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-08-13

Check Number	To	Check Number
233009		233097
Total Checks Paid		\$481,428.19

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

02-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-15-13

Check Number	To	Check Number
233099		233171
Total Checks Paid		\$552,294.77

CHECK #	PAYEE	AMOUNT	DATE
233098	Montgomery Co. BOE	\$ 1,000.00	02/12/13

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

02-19-13 Meeting

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID**

CHECKS ARE DATED 02-15-13

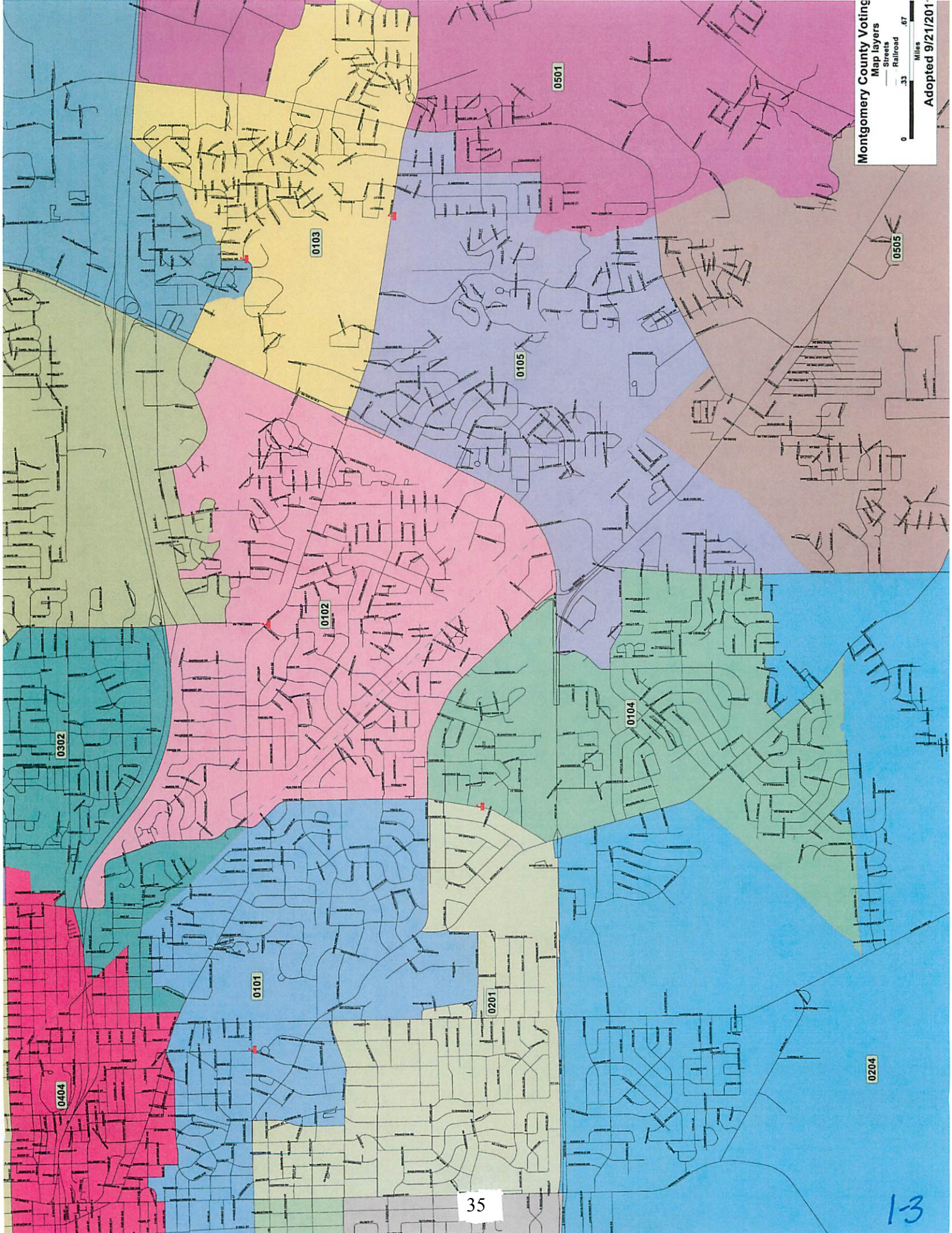
Check Number	To	Check Number
233172		233252
Total Checks Paid		\$486,042.38

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

MONTGOMERY COUNTY COMMISSION**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID****CHECKS ARE DATED
02/08/13**

Payroll Check Number	115238	To	Payroll Check Number	115345	\$ 84,010.01
Direct Deposits					\$ 780,298.01
Payroll Check Number	115346	To	Payroll Check Number	115371	\$ 247,051.20
Direct Deposits					\$ 321,310.18
Federal Deposits					\$ 317,703.38
Total Payroll Paid					\$ 1,750,372.78

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



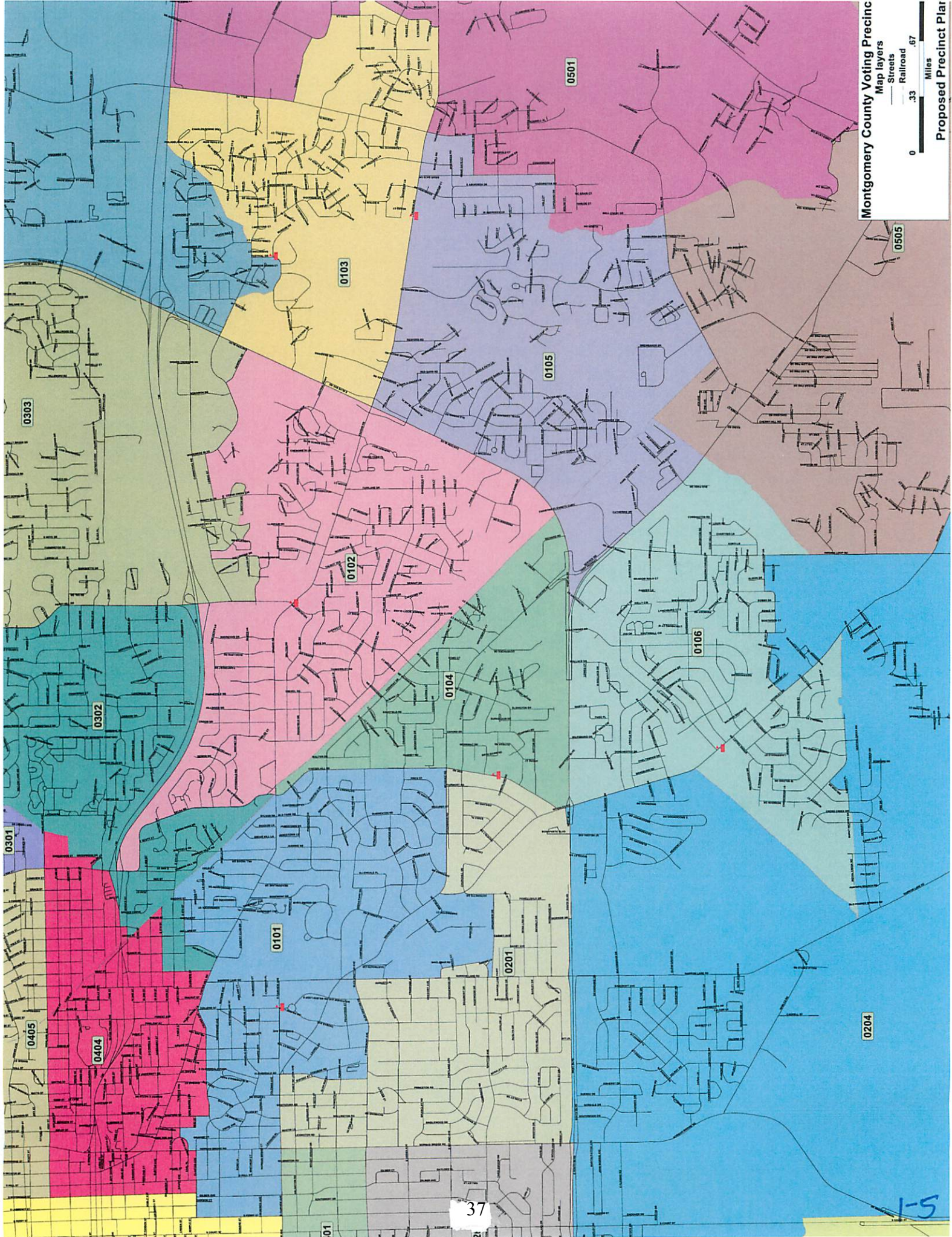
Montgomery County Voting
Map layers
— Streets
— Railroad
0 .33 .67 Miles
Adopted 9/21/201

Tammy Nix

From: scott stabler <scottstabler2044@gmail.com>
Sent: Tuesday, February 12, 2013 2:12 PM
To: Donald Mims
Subject: email 2 of 3
Attachments: Original Map.tif

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Scott Stabler



Montgomery County Voting Precinct
Map layers
— Streets
— Railroad
Precinct
0 .33 .67 Miles
Proposed Precinct Plan

Tammy Nix

From: scott stabler <scottstabler2044@gmail.com>
Sent: Tuesday, February 12, 2013 2:12 PM
To: Donald Mims
Subject: email 3 of 3
Attachments: Proposed Final Plan.tif

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Scott Stabler

Montgomery County Precincts Original Plan DOJ

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Montgomery County Precincts Original Plan DOJ

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Tammy Nix

From: scott stabler <scottstabler2044@gmail.com>
Sent: Tuesday, February 12, 2013 2:07 PM
To: Donald Mims
Subject: Precinct Data (email 1 of 2)
Attachments: Montgomery County Precincts Original Plan DOJ.txt; Montgomery County Precincts Proposed Final DOJ.txt

Donnie,
Please find attached requested precinct data. Due to size constraints, there will be 2 emails.
Let me know if you need anything else.
Thanks,

--

Scott Stabler

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"011010029001003",	"0106"
"011010029005004",	"0106"

Tammy Nix

From: scott stabler <scottstabler2044@gmail.com>
Sent: Tuesday, February 12, 2013 2:07 PM
To: Donald Mims
Subject: Precinct Data (email 1 of 2)
Attachments: Montgomery County Precincts Original Plan DOJ.txt; Montgomery County Precincts Proposed Final DOJ.txt

Donnie,
Please find attached requested precinct data. Due to size constraints, there will be 2 emails.
Let me know if you need anything else.
Thanks,

--
Scott Stabler

MONTGOMERY COUNTY COMMISSION
PURCHASING OFFICE
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

AMENDMENT
TO
CONTRACT NO. 51910-10C-007

AMENDMENT NO. 1

DATE: April 1, 2013

Contract No. 51910-10C-007, Delivery, Placement, Precinct Assembly and return of Sensitive Computerized Voting and Election Systems, is hereby amended as follows:

-Contract period is extended for three (3) months, beginning April 1, 2013 and ending on June 30, 2013.

- All pricing, special provisions and specifications of the contract shall remain the same.

WITNESS:

PRO MOVERS & STORAGE

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY COMMISSION

BY: _____

TITLE: _____

GRANT AGREEMENT WEATHERIZATION PROGRAM

Grant Agreement No.: **DOE-028-12**

Grant Amount: **\$159,168.00**

THIS AGREEMENT is entered into this **April 1, 2012** by and between the **Alabama Department of Economic and Community Affairs, Energy Division**, hereinafter, called the "**Department**," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "**Subgrantee**." The Agreement consists of five typewritten pages and three attachments, as set forth and described below:

1. PURPOSE:

The purpose of this Agreement is to assist the Department with its implementation of the Weatherization Assistance Program. The Subgrantee agrees to provide home weatherization assistance to qualified low-income persons in accordance with Department and Federal Regulations and Guidelines.

2. FUNDING:

It is expressly understood and mutually agreed that in no event shall the total amount to be paid by the Department to the Subgrantee under this Agreement exceed **\$159,168.00** for full and complete satisfactory performance. Any additional costs shall be borne by the Subgrantee. A budget itemizing allowable expenditures is attached and hereby made a part of this Agreement.

3. DURATION:

The Subgrantee shall commence performance of this Agreement on **April 1, 2012** and shall complete performance to the satisfaction of the Department not later than **March 31, 2013**.

4. CONTINGENCY CLAUSE:

It is expressly understood and mutually agreed that any Department commitment of funds, herein, shall be contingent upon the receipt and availability by the Department of funds under the program for which this Agreement is made.

5. AMENDMENTS:

The Department or Subgrantee may request Amendments or Modifications to various portions of this Agreement. Such changes must be made in writing and approved by all signatory authorities prior to implementation.

6. REPORTING:

The Subgrantee shall submit to the Department periodic reports on programmatic and fiscal operations. These reports shall be submitted in the form and manner determined by the Department. The reports are described in Attachment "C" and directives from the Program Manager for which this Agreement is made. It is expressly agreed that full compliance with programmatic, fiscal, and reporting requirements is a condition for the continuation of funds under this Agreement. Failure to submit such reports in a timely manner could result in the termination or suspension of funds (see paragraph 13).

7. AUDITS:

The Subgrantee agrees to comply with audit requirements contained in the ADECA Audit Policy and any amendments thereto. All applicable provisions of the Department's Audit Policy document are made a part of this Agreement to include any Amendments.

Pursuant to Act 94-414, please forward a copy of every audit report issued as a result of this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts; P.O. Box 302251; Montgomery, AL 36130-2251; Attn: Audit Report Repository.

8. AUDIT EXCEPTIONS/UNRESOLVED QUESTIONED COSTS:

The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who has an unresolved audit exception or unresolved questioned costs or finding of fiscal inadequacy as a result of project monitoring. The Department shall not enter into a contract, agreement, grant, etc., with any individual, agency, company, governmental entity, etc., who owes money to any division of the Department or to the Federal Government under any program administered by any division of the Department that has not arranged a repayment schedule.

9. COMPLIANCE WITH LOCAL LAWS:

The Subgrantee shall comply with applicable laws, ordinances, and codes of the State and local government.

10. COVENANT AGAINST CONTINGENT FEES:

The Subgrantee warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Grant Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Department shall have the right to annul this Grant Agreement or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

11. DISCLAIMER:

- A.** The Department specifically denies liability for any claim arising out of any act or omission, by any person or agency receiving funds from the Department, whether by contract, grant, loan, or by any other means.
- B.** No Subgrantee, Subcontractor, or Agency performing services under any agreement, contract, grant, or any other understanding, oral or written, other than an actual employee of the Department shall be considered an agent or employee of the State of Alabama or the Department or any Division thereof. The State of Alabama, the Department and their agents and employees assume no liability to any Subgrantee, Subcontractor, or Agency, or any third party, for any damages to property, both real and personal, or personal injuries, including death, arising out of or in any way connected with the acts or omissions of any Subgrantee, Subcontractor, or Agency or any other person.

12. NOT TO CONSTITUTE A DEBT OF THE STATE:

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 No. 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Agreement shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of the Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this Grant Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or where appropriate, private mediators.

13. TERMINATION OR SUSPENSION:

See Attachment "C", Section III, Termination or Suspension, for conditions governing termination or suspension of this Agreement.

14. POLITICAL ACTIVITY:

The Subgrantee will comply with the Hatch Act (5 U.S.C. §1501, *et seq.*) regarding political activity by public employees or those paid with Federal Funds. None of the funds, materials, property, or services contributed by the Subgrantee or the Department under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate in public office.

15. NONDISCRIMINATION:

The Subgrantee shall be and is prohibited from discriminating on the basis of race, color, religion, sex, age, national origin, or disability.

16. CONFLICT OF INTEREST:

The Subgrantee, by his signature, certifies that to the best of his knowledge and belief, no conflict of interest(s) existed or now exist which have, may have, or have had an effect on the Grant or Contract Award. Conflict is defined in OMB Circular A-102 (Revised Common Rule), and in OMB Circular A-110.

17. ACCESS TO RECORDS:

The head of the Federal Grantor Agency, the Comptroller General of the United States, the Director of the Department, or any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the Subgrantee and its Subgrantees/Subcontractors to make audits, financial reviews, examinations, excerpts, and transcripts. These records shall be kept for a period of at least three years from the receipt of final payment, or longer if cited in Operations Manual for Weatherization Programs with the exception of the following qualification:

"If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved."

Records for non-expendable property acquired with Federal Funds shall be retained for three years after its final disposition.

18. TOBACCO SMOKE:

Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and routinely or regularly for the provision of health, daycare, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

19. DEBARMENT AND SUSPENSION:

The Subgrantee is prohibited from using any contractor or subcontractor that has been debarred, suspended, or otherwise excluded from participation in Federal assistance programs (Executive Order 12549).

A. The Subgrantee certifies, by entering into this Grant Agreement, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant Agreement by any Federal agency or by any department, agency, or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Subgrantee.

B. The Subgrantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. Subgrantee shall immediately notify the Grantor if any subcontractor becomes debarred or suspended, and shall, at the Grantor's request, take all steps required by the Grantor to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

20. OPEN MEETINGS ACT:

Subgrantee agrees to adhere to all of the requirements of Act No. 2005-40 (Alabama Open Meetings Act).

21. ATTACHMENTS:

The parties agree that the following described attachments, appended hereto and made a part of this Agreement, shall be considered as binding as any other provisions of this Agreement. These attachments are as follows:

ATTACHMENT	DATE	NUMBER OF PAGES
A: Work to be Performed	April 1, 2012	1
B: Budget Sheet	April 1, 2012	1
C: Special Terms and Conditions	April 1, 2012	8

22. By signing this contract, grant, or other agreement, 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.

The Subgrantee shall be responsible for complying with any and all State laws which shall be applicable under the terms and provisions of this Agreement including but not limited to the Alabama Competitive Bid Law, any State permitting requirements, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act No. 2011-535).

23. TRANSPARENCY ACT REQUIREMENTS:

Awards under these programs are included under the provisions of P.L. 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts, and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

24. DRUG-FREE WORKPLACE REQUIREMENTS:

In accordance with provisions of Title V, Subtitle D of Public Law 100-690 (41 USC 701 et. seq.), the "Drug-Free Workplace Act of 1988," all grantees must maintain a drug-free workplace and must publish a statement informing employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and establishing the actions that will be taken against employees violating these prohibitions. Failure to comply with these requirements may be cause for debarment. (See 2 CFR Part 382)

25. RELIGIOUS ACTIVITY PROHIBITIONS:

Direct Federal grants, sub-awards, or contracts under these programs shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location, their inherently religious activities from the services funded under these programs. (See 45 CFR 87)

26. HUMAN TRAFFICKING PROVISIONS:

These awards are subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC 7104). The full text of this requirement is found at <http://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

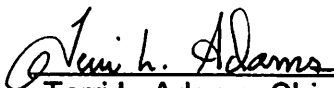
IN WITNESS WHEREOF, THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW.

**Alabama Department of Economic and
Community Affairs**

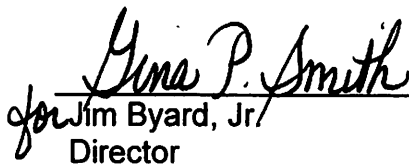
Department

MONTGOMERY COUNTY COMMISSION

Subgrantee

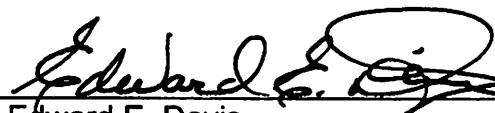
 January 31, 2013
Terri L. Adams, Chief Date
Energy Division

Authorized Official for Subgrantee Date

 2/1/13
for Jim Byard, Jr. Date
Director

Subgrantee Witness Date

Approved as to Form by Legal:


Edward E. Davis,
ADECA General Counsel

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT NO. DOE-028-12

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2012

1. The Subgrantee shall weatherize a minimum of **16** dwelling units in accordance with Priority List/Energy Audit weatherization measures as identified and approved for the State of Alabama. The Subgrantee shall utilize Blower Door technology on all dwellings to be weatherized. The minimum number of dwellings to be weatherized in each county is as follows:

COUNTY

NUMBER OF UNITS

MONTGOMERY	16

2. If funds remain after the specified number of dwellings have been completed, it is mutually understood that additional dwellings will be weatherized until all available Grant Funds have been utilized.

SUBGRANTEE: MONTGOMERY COUNTY COMMISSION

GRANT AGREEMENT: DOE-028-12

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	DECREASE/ INCREASE	TOTAL
ADMINISTRATIVE	\$10,028.00		\$10,028.00
PROGRAM OPERATIONS	\$105,140.00		\$105,140.00
HEALTH AND SAFETY	\$32,000.00		\$32,000.00
AGENCY LIABILITY INSURANCE	\$0.00		\$0.00
TRAINING & TECHNICAL ASSISTANCE	\$5,000.00		\$5,000.00
FINANCIAL AUDIT	\$7,000.00		\$7,000.00

GRAND TOTAL: \$159,168.00

TO: ANY JUDGE

RE: GRANT NO. DOE-028-12

Montgomery County Commission, hereby specifically, intentionally, and unconditionally agrees and affirms that the terms and commitments contained in the documents pertaining to this grant/contract 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. It is further agreed that if any provision of this grant/contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this grant/contract, be enacted, then that conflicting provision in the grant/contract shall be deemed null and void. The grantee's/contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this grant/contract, the parties hereto agree, in compliance with the recommendations of the Governor and the Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

Authorized Official of **Montgomery County Commission**

State of _____)

County of _____)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: _____

RE: Contract/Grant/Incentive (describe by number or subject):

_____ by and between

(Contractor/Grantee) and

(State Agency, Department, or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of _____ with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER

Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

_____ (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
_____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this _____ day of _____, 20_____.

Name of Contractor/Grantee/Recipient

By: _____

Its _____

The above Certification was signed in my presence by the person whose name appears above, on this

_____ day of _____, 20_____.

WITNESS: _____

Printed Name of Witness

State of Alabama)
County of Montgomery)

CERTIFICATE OF COMPLIANCE WITH THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535, as amended by Act 2012-491)

DATE: February 19, 2013

RE: Contract/Grant/Incentive (describe by number or subject):

DOE-028-12 by and between
Montgomery County Commission (Contractor/Grantee) and
ADECA (State Agency, Department, or Public Entity)

The undersigned hereby certifies to the State of Alabama as follows:

1. The undersigned holds the position of Chairman, Elton Dean with the Contractor/Grantee named above, and is authorized to provide representations set out in this Certificate as the official and binding act of that entity, and has knowledge of the provisions of THE BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT (ACT 2011-535 of the Alabama Legislature, as amended by Act 2012-491) which is described herein as "the Act".

2. Using the following definitions from Section 3 of the Act, select and initial either (a) or (b), below, to describe the Contractor/Grantee's business structure.

BUSINESS ENTITY

Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. "Business Entity" shall include, but not be limited to the following:

a. Self-employed individuals, business entities filing articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign limited liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.

b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, and any business entity that is operating unlawfully without a business license.

EMPLOYER

Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

X (a) The Contractor/Grantee is a business entity or employer as those terms are defined in Section 3 of the Act.
____ (b) The Contractor/Grantee is not a business entity or employer as those terms are defined in Section 3 of the Act.

3. As of the date of this Certificate, Contractor/Grantee does not knowingly employ an unauthorized alien within the State of Alabama and hereafter it will not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama;

4. Contractor/Grantee is enrolled in E-Verify unless it is not eligible to enroll because of the rules of that program or other factors beyond its control.

Certified this 19 day of February 20 13.

Montgomery County Commissioner
Name of Contractor/Grantee/Recipient

By: _____

Its Chairman

The above Certification was signed in my presence by the person whose name appears above, on this

____ day of _____ 20 ____.

WITNESS: _____

Printed Name of Witness

C E R T I F I C A T I O N

GRANTEE LEGAL
NAME:

MONTGOMERY COUNTY COMMISSION

AGREEMENT NO. DOE-028-12

Signature _____

FEIN NO.

Typed Name _____

DUNS NO.

Title _____

Signature _____

Typed Name _____

Title _____

This is to certify that the above persons are authorized to sign reports or requests for payment and other legal instruments associated with the grant agreement number referenced above, as submitted to the Alabama Department of Economic and Community Affairs, as part of a condition for the payment of funds to the agency. Any one of the three signatures on this certificate may be accepted.

OFFICIAL SEAL
(if available)

Board Chairperson (name and signature)

Address

Date

MAILING ADDRESS:

LOCATION OF ENTITY RECEIVING
AWARD:

Phone No. _____



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM	Montgomery County Commission	
ADDRESS	P.O. Box 1667	
CITY, STATE, ZIP	Montgomery, AL 36102	TELEPHONE NUMBER 832-1210

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD		
ADECA-ED		
ADDRESS		
401 Adams Ave., P.O. Box 5690		
CITY, STATE, ZIP	Montgomery, AL 36103-5690	TELEPHONE NUMBER (334) 242-5365

This form is provided with:

☒ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature

Date

Notary's Signature

Date

Date Notary Expires

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.

MASTER SERVICES AGREEMENT

This **Master Services Agreement**, including any exhibits, schedules, appendices and other attachments, (collectively, this "Agreement" or "Service Agreement") dated as of , 2013 (Effective Date) by and between the Montgomery County Commission ("Customer") and Century Tel Acquisition LLC ("CenturyLink") on behalf of itself and its operating affiliates that may provide a portion of the Services under this Agreement. CenturyLink and Customer are referred to collectively as the "Parties," and each singularly as a "Party."

WHEREAS, CenturyLink is a competitive local exchange carrier (CLEC) that may provide the following services: (i) telecommunications services, including, but not limited to, local telephone services and long distance telephone services; (ii) multi-media services, including, but not limited to, Internet access services; and (iii) any other lawful service; and

WHEREAS, CenturyLink desires to provide certain services set forth in Schedule A and any additional Services agreed to in writing by CenturyLink and set forth in a Service Order in the form of Schedule B attached hereto.

WHEREAS, Customer desires to receive the services and products from CenturyLink pursuant to this Agreement and any mutually agreed Addenda.

NOW, Therefore, for good and valuable consideration, the parties have entered into this Agreement as follows:

1. Introduction; Definitions.

1.1 "CenturyLink" shall mean CenturyTel Acquisition LLC and/or any operating affiliate(s) of CenturyTel Acquisition LLC that provides the Service(s) described in the Service Agreement, unless otherwise stated within the Service Agreement.

1.2 "Customer" and "you" refer to the entity purchasing Services hereunder and on whose behalf the Service Agreement has been executed.

1.3 "Laws" means any and all applicable federal, state, local or foreign laws, statutes, rules, regulations, ordinances, codes, orders, franchise, license or permit of any governmental entity (i.e., a court of competent jurisdiction or any governmental, regulatory, self-regulatory or administrative authority, agency, commission, body or other governmental entity, or any international regulatory or standard-setting organization with jurisdiction, through treaties or otherwise) or common law, including all amendments thereto.

1.4 "Nonappropriation" means Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.

1.5 "Off-Net Services" means those services where one or both locations to be connected are not served by CenturyLink's network. Off-Net Services are provided in whole or in part using the network of another local access provider.

1.6 "On-Net Services" means those services that connect two locations served by CenturyLink's network. On-Net Services are provided entirely by CenturyLink.

1.7 **"Service"** or **"Services"** shall mean those services provided to Customer by CenturyLink pursuant to the terms and conditions of this Agreement and the Schedules attached hereto.

1.8 **"Service Order"** shall have the meaning set forth in Section 2.3 below.

2. **Services.**

2.1 CenturyLink will, in accordance with this Agreement and any applicable state or federal tariffs, provide to Customer the Services identified in the **Schedule A** and any additional Services agreed to in writing by CenturyLink and set forth in a Service Order in the form of **Schedule B** attached hereto for the **"Service Period"** and the **"Service Address"** as stated in the Service Order, unless the related Schedule or this Agreement is terminated earlier in accordance with the termination provisions of Section 6 below. If CenturyLink withdraws any tariff that applies to the Services in this Agreement, the tariff terms and conditions then in effect will continue to apply to this Agreement.

2.2 All Services under this Agreement are provided by CenturyLink on the basis of availability, as determined in CenturyLink's sole discretion. CenturyLink reserves the right to provide the Services via CenturyLink's technology, and CenturyLink may, at its option and in its sole discretion, change the manner in which the Services are provided at any time without notice; **provided**, such change does not adversely affect the quality, speed, interoperability, efficiency, and/or functionality of the Services provided hereunder.

2.3 Orders for the Services (a **"Service Order"**) will be transmitted and processed in accordance with CenturyLink's then-current, standard order procedures and guidelines, as well as any procedures set forth in the applicable Schedule for a specific Service. These procedures and guidelines may be modified from time to time by CenturyLink, in its sole discretion.

2.4 Customer agrees to provide all reasonable information, access, and support reasonably required for timely installation and proper use of CenturyLink's Services and equipment. Customer further agrees to secure all necessary licenses, permits, and consents for installation of Services and equipment at the Service Address.

2.5 The parties agree that the **"Service Delivery Date"** is the date that CenturyLink first makes the Services available to the Service Address (as set forth in the Service Order). Unless otherwise provided herein, the parties agree that the anticipated Service Delivery Date is forty-five (45) business days from the signing of the Service Order; **provided, however**, Customer acknowledges and agrees that the Service Delivery Date is approximate and may be reasonably adjusted by CenturyLink (unless otherwise provided in the related Service Order). If the Service Address is not ready as a result of Customer's act or omission, CenturyLink may store, at Customer's location, any equipment to be used in the delivery of the Service(s).

2.6 The parties agree that the Customer shall have five (5) business days from the Service Delivery Date within which to conduct acceptance testing. The actual date of commencement of Service (**"Customer Acceptance Date"**) shall be the earlier of (a) the date upon which the Service is affirmatively accepted by Customer, or (b) the date upon which the five (5) business day acceptance testing period ends, unless Customer has provided CenturyLink with notice of

rejection by contacting CenturyLink's Trouble Management Center at (800) 850-9048 and opening a Trouble Ticket prior to the expiration of the five business day acceptance testing period. If Customer does provide CenturyLink with notice of rejection in accordance with this Section 2.6, Customer shall have five (5) business days from the closure of the Trouble Ticket within which to conduct acceptance testing, at Customer's sole cost and expense. If Customer submits a second notice of rejection, CenturyLink shall have the right, at its option and in its sole discretion, to terminate the Service Order without liability or penalty to either party for the particular services so rejected.

2.7 To initiate the full or partial disconnection of Services, Customer must send a disconnect request to CenturyLink via email at CLEC-Provisioning@CenturyLink.com. Customer will then be required to complete a Disconnect Request Form, which will be provided to Customer by CenturyLink. Upon Customer's completion of the Disconnect Request Form and CenturyLink's acceptance of same, CenturyLink will begin the process of disconnecting Services. Per Section 6.2(iv) below, the disconnection of Services is subject to thirty (30) days' written notice. Disconnection of Services may also result in Customer being invoiced for and responsible for the payment of early termination charges, as further described in Section 6.5 below.

3. Equipment.

3.1 To provide the Services, CenturyLink may be required (if approved by Customer) to install equipment at the Service Address, which equipment will remain CenturyLink's sole property at all times and will not be considered customer premises equipment unless otherwise agreed by the parties in writing. With reasonable prior notice by CenturyLink to and approval of Customer, CenturyLink reserves the right to access Customer's premises for the purpose of maintaining, removing, replacing, or taking any other action in connection with the aforementioned equipment that is necessary to fulfill CenturyLink's obligations or protect CenturyLink's rights under the Service Agreement.

3.2 Customer agrees to comply with all reasonable instructions and requirements regarding the use and/or care of CenturyLink's equipment, and to take reasonable measures to protect CenturyLink's equipment at all times. Customer further agrees to pay CenturyLink the replacement value of any equipment that is lost, stolen, damaged as a result of Customer's act or omission. CenturyLink will replace, at no charge to Customer, any CenturyLink equipment that does not perform as specified herein, unless CenturyLink reasonably determines, in its sole discretion that Customer is directly or indirectly responsible for the equipment failure.

3.3 Upon the expiration or termination of any Service Order, Customer will, at CenturyLink's direction and within five (5) business days, give CenturyLink reasonable access to the Service Address and/or or such other Customer premises for the purpose of recovering and removing any CenturyLink equipment. Customer agrees to pay CenturyLink the replacement value of any equipment that is not timely returned in accordance with this Section 3.3.

4. Payment Terms.

4.1 Customer shall pay CenturyLink for the Services at the rates, fees and charges set forth below and in **SCHEDULE A**. Applicable third party local exchange carrier fees and other ancillary fees and charges set forth in **SCHEDULE A** may be modified from time to time by CenturyLink, in its sole discretion, upon written notice to Customer. Charges will begin to accrue

upon the Customer Acceptance Date. The charges for the Services are categorized as "Monthly Recurring Charges" or "Non-Recurring Charges." CenturyLink will invoice Customer monthly for Monthly Recurring Charges, and CenturyLink will invoice Customer for Non-Recurring Charges as they are incurred. Customer's first invoice may include prorated charges. Promotional pricing and terms, or other pricing commitments contained in the Service Order will expire in accordance with the terms applicable to each promotion or commitment, without further notice to Customer. Upon the expiration of any such promotion or commitment, prices may be revised in accordance with CenturyLink's then-current standard pricing. CUSTOMER AGREES TO PAY THE TOTAL AMOUNT OF EACH INVOICE, SO THAT CENTURYLINK RECEIVES SUCH PAYMENT WITHIN THIRTY (30) DAYS OF THE INVOICE DATE.

4.2 All payments must be in U.S. dollars. CenturyLink will not charge Customer for late fees or interest for late payments.

4.3 To dispute the amount or accuracy of any invoice, Customer must notify CenturyLink in writing no later than 60 days past the due date of the invoice detailing the disputed charges. CenturyLink will not issue credits for any charges that are not disputed in writing by the due date of the first invoice containing the disputed charges. Notwithstanding any provision to the contrary herein, no payment due under the relevant Service Order – whether disputed or undisputed – is subject to withholding, reduction, set-off or adjustment of any nature by Customer, except as expressly provided in the Agreement or the relevant Service Order.

4.4 The pricing terms set forth in the relevant Service Order do not include applicable federal, state and local taxes or regulatory fees, assessments, and surcharges that may be mandated or permitted by regulatory agencies (collectively, "Taxes and Fees"), and these Taxes and Fees are subject to change without notice during the Term of the relevant Service Order. Customer is responsible for the payment of all such Taxes and Fees. If Customer is exempt from any taxes, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer is also responsible for any charges from third parties that arise when Customer uses Customer's phone number as a billing mechanism for third-party services (such as 900 or other information charges). Should Customer request any third-party services, Customer agrees that CenturyLink may release Customer's name and billing information directly to that third party so that it can bill Customer directly for those services.

4.5 Portability. Customer shall not be assessed a Termination Fee upon terminating or canceling one or more Services as long as Customer continues to meet the Minimum Service Commitment described in Schedule A. Notwithstanding the foregoing, Customer may terminate, without penalty or other charge, one or more Services (the "Original Circuit(s)"), for which the Initial Term or a Renewal Term has not expired if: (a) Customer delivers to CenturyLink an executed Service Order for one or more new Services (collectively, the "Replacement Circuit(s)") within thirty (30) days of the date of Customer's Service Order to disconnect the Original Circuit, which new Service Order must cross-reference the Service Order number of the Original Circuit; and (b) the Replacement Circuit (i) will be of equivalent type; (ii) will generate equal or greater monthly recurring charges to CenturyLink than did the Original Circuit; (iii) will be for a new term equal to or longer in length than the Initial Term; and (iv) is requested by Customer to be installed not later than forty-five (45) days after the date of

the Service Order terminating the Original Circuit; and (c) Customer pays any non-recurring charges newly incurred as a result of Customer's Service Order of the Replacement Circuit, as if installation of the Replacement Circuit was an initial installation; and (d) Customer pays any construction costs associated with the installation of the Replacement Circuit; and (e) Customer shall not exercise its rights in this Section 4.5 as to Services that CenturyLink has installed at Customer's request, which have had the result of extending CenturyLink's On-Net network exclusively for the use by Customer until such Services have been provided to Customer for a period of two (2) years.

5. Additional Customer Responsibilities. In addition to Customer's other responsibilities under the relevant Service Order, Customer agrees that Customer and anyone using the Services will: (i) not resell the Services to any third party; (ii) comply with all federal, state, and local laws, rules, regulations, tariffs, and orders of courts of competent jurisdiction that apply to the Services or the relevant Service Order ("**Applicable Laws**"), and if any conflict should arise between the terms of the relevant Service Order and any Applicable Laws, you acknowledge and agree that the terms of the Applicable Laws shall control; (iii) be solely responsible to establish and maintain security measures (including, without limitation, codes, passwords or other features) necessary to restrict access to Customer's computers, services or other equipment through the Services; (iv) be solely responsible for all fraudulent, unauthorized, illegal or improper use of the Services by persons accessing those Services through Customer's facilities, equipment or Service Address; (v) authorize and identify to CenturyLink in writing at least one individual who is authorized to represent Customer on any aspect of the Services and Customer's account (including, all requests for moves, additions, deletions or changes to the Services); and (vi) notify CenturyLink immediately of any loss of service or other problems with any of the Services.

6. Term and Termination.

6.1 The Service Agreement begins on the Effective Date and will continue in effect for 48 months ("**Initial Term**"), unless earlier terminated in accordance with the provisions of this Section 6. At the end of the Initial Term, the Service Agreement will renew automatically for additional periods of one year (each, a "**Renewal Term**") at the same rates and conditions until either party gives written notice to terminate the Service Agreement not less than thirty (30) days before the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) may be referred to collectively as the "**Term**." In any event, the terms and conditions of this Agreement shall continue to apply to any Service Order that has a stated Service Period that extends beyond the Initial Term of this Agreement.

6.2 The Service Agreement and all Service Orders may be terminated by either party (i) if the other party defaults on any material obligation or breaches any material representation, warranty or covenant in the Service Agreement or the relevant Service Orders, and such default or breach, if curable, is not cured within thirty (30) days of receipt of written notice from the non-defaulting party; (ii) ten (10) days after providing written notice if the other party becomes insolvent, or voluntary or involuntary bankruptcy, insolvency or similar proceedings are instituted against the other party; (iii) without liability, if CenturyLink or Customer is prohibited by Applicable Laws from furnishing or receiving the Services; and/or (iv) upon thirty (30) days written notice subject to termination liabilities as described in Section 6.5 below.

6.3 CenturyLink, at its option and in its sole discretion, may terminate the relevant Service Order: (i) with notice to Customer if Customer is in arrears in the payment of any amount, disputed or undisputed, which is due hereunder for more than sixty (60) days after the invoice date or less than sixty (60) days after the invoice date when, in the judgment of CenturyLink, Customer lacks the financial ability to perform under the relevant Service Order; and/or (ii) immediately, and without further notice to Customer, if CenturyLink reasonably determines that Customer is misusing or abusing CenturyLink's Services or equipment, or is using such Services or equipment for an unlawful purpose.

6.4 Notwithstanding the foregoing and/or any provision to the contrary herein contained, Customer shall pay the applicable charges for Services furnished up to the effective date of such termination in the event of the termination of the relevant Service Order for any reason.

6.5 Early Termination.

A. If CenturyLink terminates the relevant Service Order for cause (i.e., pursuant to Sections 6.2(i) or 6.3 above), Customer shall pay early termination charges described in Section 6.5.C.

B. As long as Customer continues to meet the Minimum Service Commitment described in Schedule A, CenturyLink will not charge Customer early termination charges for early termination of a Service Order without cause. Otherwise, CenturyLink will charge Customer the early termination charges described in Section 6.5.C.

C. If termination is prior to the Customer Acceptance Date but after execution of the relevant Service Order, early termination charges shall be those reasonable expenses incurred by CenturyLink through the date of termination. If termination is after the Customer Acceptance Date, Customer will pay an early termination charge equivalent to the Monthly Recurring Charges stated in the Service Agreement multiplied by the number of months remaining in the then-current Term. CenturyLink also reserves the right to include, in the termination charge amount, the total dollar value of any promotion or waiver granted to Customer. Should Customer terminate any portion of the Services in the relevant Service Order, CenturyLink will assess an early termination charge equivalent to the Monthly Recurring Charges for the terminated Service(s) multiplied by the number of months remaining in the then-current Term. Customer acknowledges and agrees that CenturyLink's damages would be difficult to ascertain in the event of early termination, and that the foregoing early termination charges constitute liquidated damages as opposed to a penalty.

7. Warranties; Disclaimer of Warranties. CenturyLink represents and warrants that its equipment is engineered and installed, and that CenturyLink's operations procedures are designed and implemented, to provide communications services in accordance with prevailing industry standards for similar services, and that CenturyLink will undertake commercially reasonable efforts to provide the Services hereunder in conformance with such standards. EXCEPT AS IS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 7, CENTURYLINK IS PROVIDING THE SERVICES AND EQUIPMENT TO CUSTOMER ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. CENTURYLINK DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY FROM USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, AMONG OTHERS. CUSTOMER IS SOLELY RESPONSIBLE TO SELECT, USE AND DETERMINE THE SUITABILITY OF

SERVICES, AND CENTURYLINK WILL HAVE NO LIABILITY FOR THAT SELECTION, USE OR SUITABILITY. CENTURYLINK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED BY FORCE MAJEURE OR ERROR-FREE. CENTURYLINK DOES NOT REPRESENT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTERS, NETWORK SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM.

8. Limitations of Liability.

8.1 Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.

8.2 Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

8.3. Unauthorized Access and Hacking. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.

8.4 Liability for Content. CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

8.5 The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.

9. Indemnification. Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

9.1 General.

A. To the extent permitted by law, CenturyLink agrees to indemnify, save harmless, and defend Customer, its directors, officers, employees and property management agent, if any, from and against any all claims, actions, damages, liability and expense in connection with death, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the property caused by the act or omission of CenturyLink. Any defense conducted by CenturyLink of any such claims, actions, damages, liability and expense will be conducted by attorneys chosen by CenturyLink, and CenturyLink will be liable for the payment of any and all court costs, expense of litigation, reasonable attorney's fees and any judgment that may be entered therein.

B. To the extent permitted by law, Customer agrees to be responsible to CenturyLink, its affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of Customer.

9.2 Intellectual Property Responsibility of Customer. Customer will be responsible for all claims, actions, liabilities, losses, damages, costs, and expenses to the extent caused by or arising out of Customer's violation or infringement of the intellectual property rights (including, without limitation, patents, copyrights, trademarks, and trade secrets) of any third party.

9.3 Intellectual Property Indemnification by CenturyLink. CenturyLink will defend and may settle, at its own expense, any third party claim or suit against Customer alleging that any CenturyLink Service furnished under this Service Agreement when used in conformity with all instructions and documentation, infringes any valid United States patent or copyright issued or in effect as of the Effective Date. CenturyLink will also pay all damages and costs that by final judgment may be assessed against Customer due to such infringement. CenturyLink's obligations are expressly conditioned upon the following: (a) that Customer will promptly notify CenturyLink in writing of any allegation or notice of alleged infringement; (b) that CenturyLink will have sole control of the defense or settlement; (c) that Customer will cooperate with CenturyLink in a reasonable way to facilitate the settlement or defense; and (d) that the action does not arise from modifications made by a party other than CenturyLink, or from incorrect use of the Services, or combinations of the Services provided by CenturyLink with other products or services or transmission of customer-supplied content, data, or other information that gives rise to the claim. If any CenturyLink Service becomes, or in CenturyLink's opinion is likely to become, the subject of a claim of infringement, CenturyLink will, at its option: (i) procure for Customer the right to continue using the applicable Service; (ii) replace or modify the Service to provide Customer with a non-infringing Service that is functionally equivalent in all material respects; or (iii) if (i) or (ii) are not reasonably achievable by CenturyLink, terminate provision of the affected Service. CenturyLink's obligation to defend such an infringement claim will not apply to systems, services, equipment or software not provided by CenturyLink, including any local exchange carrier or other service provider, notwithstanding that such provider is engaged on Customer's behalf by CenturyLink. This subsection does not apply to any equipment supplied by CenturyLink or its affiliates or to the Services for which Customer both provided and controlled the design of such Service. THIS SUBSECTION SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, AND THE ENTIRE OBLIGATION AND LIABILITY OF CENTURYLINK, AS TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF

THIRD PARTY PROPRIETARY RIGHTS IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER.

10. Force Majeure. In the event performance of the Service Agreement, or any obligation hereunder (excluding payment obligations) is either directly or indirectly prevented, restricted, or interfered with by reason of fire, explosion, flood, earthquake or like acts of God; war; labor difficulties, including without limitation, strikes, boycotts, ; or any other circumstances beyond the reasonable control of the party affected, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the party so affected shall use diligent efforts to avoid or remove such causes of nonperformance, and both parties shall proceed whenever such causes are removed or cease.

11. Miscellaneous.

11.1 The Service Agreement (including any Service Orders) may only be amended by a written document signed by an authorized representative of Customer and an authorized representative of CenturyLink. This Agreement contains the parties' entire agreement and supersedes any prior agreements or understandings, whether written or oral.

11.2 Without CenturyLink's prior written consent (which will not be unreasonably withheld or delayed), Customer may not assign, delegate or subcontract the Service Agreement, or any of Customer's rights or obligations hereunder.

11.3 Any party to the Service Agreement will be considered to have given up or waived its rights to require strict performance and compliance by the other party only when it has signed a written agreement or acknowledgement that waives that strict performance and compliance in any instance. Any written waiver in any one instance will not apply to any other or later non-performance or non-compliance by the other party.

11.4 Dispute Resolution.

A. 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.

B. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided by the circuit court of Montgomery County, Alabama and governed by the laws of the state of Alabama BETWEEN THE MONTGOMERY COUNTY COMMISSION AND CENTURY TEL ACQUISITION, LLC., dba/CENTURYLINK.

11.5 The laws of the State of Alabama shall govern the construction and interpretation of this Agreement and/or Amendment, without regard to the conflict of laws or choice of laws provisions thereof. Venue in any action brought with respect to this Agreement or Amendment shall be in Montgomery County, Alabama, and each Party consents to the jurisdiction of the courts sitting therein. Any controversy, claim or dispute must be brought by either Party within the applicable statute of limitation under the Code of Alabama.

11.6 If any provision in the Service Agreement is held to be illegal, invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of the Service Agreement will remain in full force and effect.

11.7 All notices under the Service Agreement must be in writing and delivered by a nationally recognized overnight courier service or by certified United States Mail (return receipt requested). All notices to CenturyLink are to be sent to the following address or to any other address of which CenturyLink may notify Customer pursuant to this Section 11.7: CenturyTel Acquisition LLC, Attn: Legal Department, 100 CenturyLink Drive, Monroe, Louisiana 71203.

11.8 Confidentiality.

A. The Parties agree that the terms of this Agreement are and shall be kept confidential. Neither Party shall divulge or otherwise disclose any of the provisions of this Agreement to any third Party without the prior written consent of the other Party, except that either Party may make disclosure to those required for the implementation of this Agreement, and to purchasers and prospective purchasers, auditors, attorneys, financial advisors, lenders and prospective lenders, investors and prospective investors, provided that in each case the recipient agrees in writing to be bound by the confidentiality provisions set forth in this Section 11.8. The Parties acknowledge that Customer is a public entity subject to Public Records Laws. In addition, either Party may make disclosure as required by Law or arbitration proceeding relating to this Agreement. If either Party is required by Law or by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to disclose the provisions of this Agreement, it will provide the other Party with prompt prior notice of this request or requirement so that the Party may seek an appropriate protective order or waive compliance with this Section. The Party whose consent to disclose information is requested shall respond to such request, in writing, within five (5) business days of the request by either authorizing the disclosure or advising of its election to seek a protective order, and if the Party fails to respond within the prescribed period the disclosure shall be deemed approved.

B. Neither Party will, without the other Party's prior written consent, make any public announcement, denial or confirmation concerning this Agreement, unless required by Law. Nothing in this Agreement is intended to imply that either Party will agree to any publicity, and either Party may withhold its consent to any publicity.

C. The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations

(collectively, "FOI"). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.

11.9 Nonappropriation.

A. Effect. If a Nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.

B. Notice. Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the Nonappropriation.

C. Limitations.

(1) Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.

(2) If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.

11.10 Each of the parties agree that the other party owns or licenses all of its patents, trademarks copyrights and trade secrets (collectively, the "Intellectual Property"), and, accordingly, the other party shall not own, use, license, or have any rights whatsoever with respect to such Intellectual Property except as specifically provided in this Service Agreement or under any separate license or other agreement signed by both parties.

11.11 The provisions of this Agreement and the rights and obligations created under this Agreement are intended for the sole benefit of CenturyLink and Customer, and do not create any right, claim or benefit on the part of any person not a Party to this Agreement.

11.12 Sections 4, 6, 7, 8, 9 and 11 survive the termination or expiration of this Agreement.

11.13 This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

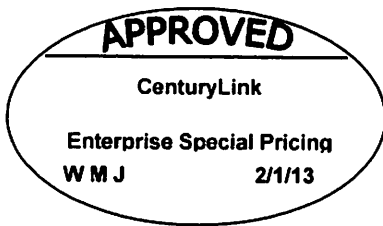
IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

MONTGOMERY COUNTY COMMISSION

By: _____
Name:
Title:

CENTURY TEL ACQUISITION LLC

By: _____
Name:
Title:



SCHEDULE A – SERVICES

This Schedule A to the Master Service Agreement ("Agreement") is made this day of by and between **CENTURYTEL ACQUISITION LLC** ("CenturyLink"), on behalf of itself and its operating affiliates that may provide a portion of the Services under this Agreement and Montgomery County Commission ("Customer"), on behalf of itself and its affiliates.

1. Schedule of Rates and Services. During the Agreement Term, CenturyLink will provide to Customer the following Services at the following Monthly Recurring Charges. During the Agreement Term, CenturyLink will accept Customer-issued purchase orders specifying additional quantities of the Services listed in the Price Table at the same Monthly Recurring Charge. All Services will be coterminous with the Agreement Term.

Service	Qty	Monthly Recurring Charge per circuit (or minute)	Total Monthly Recurring Charge
LD	5221	\$0.03	\$156.63
LD	4073	\$0.03	\$122.19
PTP T1	4	\$200.00	\$800.00
PRI	3	\$375.00	\$1,125.00
DID Numbers	750	\$0.18	\$135.00
Toll Free Number	0	\$0.00	\$0.00
POTS	28	\$23.00	\$644.00
Centrex	96	\$13.00	\$1,248.00
Trunks	8	\$25.00	\$200.00
Metro E 1.5Mb	0	\$0.00	\$0.00
Metro E 3Mb	0	\$0.00	\$0.00
Metro E 4.5Mb	0	\$0.00	\$0.00
Metro E 10Mb	3	\$525.00	\$1,575.00
EOC 3Mb x 1Mb			
EOC 3Mb x 1Mb	1	\$79.00	\$79.00
EOC 3Mb x 1Mb	2	\$79.00	\$158.00
EOC 6Mb x 2Mb	1	\$159.00	\$159.00
DIA 10Mb	0	\$0.00	\$0.00
DIA 40Mb	0	\$0.00	\$0.00
Total Monthly Recurring Charges for all Services			\$6,401.82

- All Services to be provided under this MSA are described in Appendix 4 and 5
2. **Minimum Commitment.** During each billing month of the Term, Customer's Minimum Monthly Service Commitment is an amount equal to 50% of the Total Monthly Recurring Charge for all Services in the Price Table in Section 1.
 3. **Ancillary Fees.** The related determined fees may be charged accordingly for any ordered product or services not previously covered or addressed in this Agreement and may include any additional equipment, assessments, building entrance agreement charges, fiber build related costs, tariff related costs and company incurred costs, both current and future related.
 4. **Delay of Service Delivery Date.** Customer may request up to a 90 day Service Delivery Delay.
 5. **Special Conditions.** The rates, fees and charges agreed to do not reflect any special conditions, equipment or services which may be required in order for CenturyLink to provide the Services, and which are not standard. Any such rates, fees, and charges will be per CenturyLink's then applicable pricing models.

SCHEDULE B – FORM OF SERVICE ORDER

This Schedule B to the Master Service Agreement ("Agreement") is made this day of 2013 by and between **CENTURYTEL ACQUISITION LLC** ("CenturyLink"), on behalf of itself and its operating affiliates that may provide a portion of the Services under this Agreement and the Montgomery County Commission ("Customer"), on behalf of itself and its affiliates.

Any Service Order submitted in connection with this Agreement shall be in the following form:

SERVICE ORDER

This Service Order, dated as of , 2013, has been submitted by ("Customer"), on behalf of itself and its affiliates, and refers to and is governed by the Master Service Agreement, dated as of , 2013, by and between CenturyTel Acquisition LLC ("CenturyLink") and Customer (the "Agreement"). Capitalized terms used in this Service Order and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Customer hereby notifies CenturyLink that it wishes to order additional Service or Services under the Agreement. Customer agrees and acknowledges that all terms, conditions and covenants of the Agreement shall apply to this Service Order.

This Service Order shall only be effective and binding upon Customer and CenturyLink upon execution of this Service Order by both Customer and CenturyLink.

Part I. (TO BE COMPLETED BY CUSTOMER)

1. Requested Due Date of Service:
2. Location(s), Type(s) and Quantities of Requested Service(s):

<u>LOCATION</u>	<u>QUANTITY AND TYPE OF SERVICE(S)</u>

3. Description of Service(s):

Part II. (TO BE COMPLETED BY CENTURYLINK)

1. Confirmed Service Delivery Date:
2. Service Period:
3. Minimum Commitment:

4. Rates, Fees and Charges
 - a. Expedite Fee (if applicable)
 - b. Ancillary Fees
 - c. Description of Charges for Service(s):

Unit Monthly Recurring Charges:

Total Monthly Recurring Charges:

Total Non-Recurring Charges (including installation charges):

- d. Total Rates, Fees and Charges: \$

5. Special Conditions

The rates, fees and charges agreed to do not reflect any special conditions, equipment or services which may be required in order for CenturyLink to provide the Services, and which are not standard.

Part III. Equipment Inventory

<u>EQUIPMENT</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>	<u>PROPERTY TAG #</u>

1. Ownership of Equipment. From time to time during the term of the Agreement, CenturyLink may, in connection with providing Services to Customer, locate equipment in Customer's premises. All such equipment shall be listed in Schedule B, which may be amended by CenturyLink at any time, and is attached hereto and made part of this Agreement and/or any Service Orders that may be added from time to time. Customer acknowledges and agrees that all right, title and interest in such equipment shall at all times be vested in CenturyLink. Customer shall return all such equipment in the same condition as received (reasonable wear and tear excluded) to CenturyLink upon the expiration or termination of the applicable Service Order. If Customer fails to promptly return such equipment to CenturyLink, Customer acknowledges and agrees CenturyLink

shall have the right to enter Customer's premises to remove such CenturyLink equipment.

2. Execution of this Service Order. This Service Order may be executed by facsimile. Transmission by facsimile by Customer and CenturyLink of this Service Order shall be deemed to constitute due and sufficient delivery.

IN WITNESS WHEREOF, Customer and CenturyLink have executed this Service Order by their duly authorized representatives as of this day of , 2013.

CENTURYTEL ACQUISITION LLC

MONTGOMERY COUNTY COMMISSION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPENDIX NO. 1

1.0 SERVICE DEMARCATION

1.1 DS-0 Services

CenturyLink DS-0 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink DS-0 service from the termination equipment to the Customer premises using house cable or Customer installed cables unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a RJ interface wired per established standards unless agreed upon by the Parties in writing.

1.2 DS-1 Services

CenturyLink DS-1 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink DS-1 service from the termination equipment to the Customer premises using house cable or Customer installed cables unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a RJ interface wired per established standards unless agreed upon by the Parties in writing.

1.3 DS-3 Services

CenturyLink DS-3 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink DS-3 service from the termination equipment to the Customer premises using house cable or Customer installed cables unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a DSX3 BNC interface wired per established standards unless agreed upon by the Parties in writing.

1.4 OC-3 Services

CenturyLink OC-3 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink OC-3 service from the termination equipment to the Customer premises unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a SC single mode fiber bulkhead termination unless otherwise agreed upon by the Parties in writing.

1.5 OC-12 Services

CenturyLink OC-12 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink OC-12 service from the termination equipment to the Customer premises unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a SC single mode fiber bulkhead termination unless otherwise agreed upon by the Parties in writing.

1.6 OC-48 Services

CenturyLink OC-48 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink OC-48 service from the termination equipment to the Customer premises unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a SC single mode fiber bulkhead termination unless otherwise agreed upon by the Parties in writing.

1.7 OC-192 Services

CenturyLink OC-192 service demarcation is the termination equipment located at the building service entrance location unless otherwise agreed upon by the Parties in writing. CenturyLink is not responsible to extend CenturyLink OC-192 service from the termination equipment to the Customer premises unless agreed upon by the Parties in writing. The network interface unit provided by CenturyLink will be a SC single mode fiber bulkhead termination unless otherwise agreed upon by the Parties in writing.

2.0 **TRANSMISSION PERFORMANCE SPECIFICATION**

See Appendix No. 4 for transmission performance specifications.

3.0 **SYSTEM ACCEPTANCE CRITERIA**

3.1 Service performance

The following acceptance tests will be conducted:

DS-0: Circuit testing will be conducted in the configuration purchased by the Customer. DS-0 testing will be conducted using a BERT for a 15-minute test period. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

DS-1: Circuit testing will be conducted in the configuration purchased by the Customer. DS-1 testing will be conducted using a BERT for a 60-minute test period. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

DS-3: Circuit testing will be conducted in the configuration purchased by the Customer. DS-3 testing will be conducted using a BERT for a 60-minute test period. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

OC-3: Circuit testing will be conducted in the configuration purchased by the Customer. OC-3 testing will be conducted using a BERT for a 240-minute test period. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

OC-12: Circuit testing will be conducted in the configuration purchased by the Customer. OC-12 testing will be conducted using a BERT for a 24 hour test period at an OC-12 substrate. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

OC-48: Circuit testing will be conducted in the configuration purchased by the Customer. OC-48 testing will be conducted using a BERT for a 24 hour test period at an OC-48 substrate. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

OC-192: Circuit testing will be conducted in the configuration purchased by the Customer. OC-192 testing will be conducted using a BERT for a 24 hour test period at an OC-192 substrate. Upon request, the test results will be made available to the Customer by CenturyLink. At the Customer's request and as agreed upon by the Parties, CenturyLink acceptance testing procedures can be modified.

APPENDIX NO. 2

1.0 PERFORMANCE MONITORING AND REPORTING

1.1 CenturyLink will be responsible for performing surveillance on its major systems.

1.2 CenturyLink will sectionalize faults occurring within the system localized to the Customer system elements as follows: CenturyLink Transmission equipment on Customer Premises; and equipment between CenturyLink and Customer facilities.

2.0 MAINTENANCE AND REPAIR OF ON-NET SERVICES

2.1 Except as otherwise provided in the Agreement, any maintenance and repair required on CenturyLink's system will be performed by CenturyLink or its designated contractor(s) at no additional cost to Customer if the failure is due solely to the failure of facilities or employees of CenturyLink. If the failure is not due to the failure of facilities or employees of CenturyLink, then Customer shall be charged for any maintenance and repair at then prevailing rates, including but not limited to charges for labor, equipment and services, performed by CenturyLink or its designated contractor(s).

2.2 CenturyLink will perform all maintenance and repair functions on its system and facilities on CenturyLink's side of the Point of Termination twenty-four (24) hours a day, seven (7) days a week. This includes only trouble maintenance (Service restoration) functions. CenturyLink scheduled maintenance will be performed during specified CenturyLink maintenance windows, except in the case of emergencies, in which case as much notice as is practicable will be given.

2.3 Specifications: Maintenance and repair of the system will be performed so as to meet the specifications contained in Appendix No. 1.

2.4 Any maintenance or repair function performed by CenturyLink on the system which will or could affect service provided to Customer will be coordinated and scheduled with Customer surveillance system operations as practical and feasible for CenturyLink. Customer will provide and update a list of Customer contacts for maintenance and escalation purposes.

2.5 **Response and Repair Times.** In the event of a Service Outage, CenturyLink shall use commercially reasonable efforts to achieve a Mean Time To Repair (MTTR) for its failed system as follows:

Mean Time to Repair - Large Customer		
	Service Type	MTTR
On-Net	DS-0	4 Hours
	DS-1	3 Hours
	DS-3	3 Hours
	OC-n	3 Hours
Off Net	DS-0	24 hours
	DS-1	5 Hours
	DS-3	5 Hours
DIA Network	Dedicated Internet Access	4 Hours
Service Features		8 Hours

2.6 CenturyLink will maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report system troubles to CenturyLink.

2.7 **Equipment Spares.** CenturyLink will provide all maintenance spares plus repair and return service of defective parts.

2.8 **Scheduled Maintenance.**

2.8.1 Scheduled routine maintenance will be performed during specified CenturyLink maintenance windows and will be coordinated between CenturyLink and Customer.

2.8.2 Maintenance which may place the system in jeopardy or require system down time will be performed by CenturyLink during the "maintenance window" of 12:00 a.m. and

6:00 a.m. CST, or such other time period mutually agreed to by Customer and CenturyLink. CenturyLink will notify Customer of planned jeopardy and down time, by notice to Customer surveillance system operations, at least 48 hours prior to the requested maintenance window, unless otherwise agreed to by Customer. CenturyLink will not perform Service interrupting work outside of the 12:00 a.m. to 6:00 a.m. CST window whose consent will not be unreasonably withheld.

2.8.3 CenturyLink personnel will notify Customer before and upon completion of scheduled maintenance work and receive concurrence that all Service is fully operational.

3.0 **ACCESS TO EQUIPMENT AND FACILITIES**

3.1 Employees or agents of CenturyLink will have escorted access to any CenturyLink equipment or facilities at Customer's Premises, subject to Customer's reasonable access and security regulations. These will include, but not be limited to:

Proper Identification
CenturyLink Authorized Personnel List
Restricted Area Access Provisions
Accompaniment by Customer personnel

CenturyLink employees or agents, while on Customer's Premises, will comply with applicable State and/or Federal, as well as Customer's reasonable plant rules and regulations.

3.2 Upon request, employees or agents of Customer will be given escorted access, for viewing only, to areas at CenturyLink locations containing facilities and/or equipment associated with the Service, subject to CenturyLink's access and security regulations. These will include, but not be limited to:

Proper Identification
Customer Authorized Personnel List
Restricted Area Access Provisions
Accompaniment by CenturyLink personnel

Customer employees or agents, while on CenturyLink's premises, will comply with CenturyLink's plans, rules and regulations.

3.3 Customer will have the right to be present during CenturyLink's equipment testing, and during scheduled and non-scheduled maintenance and repair activity. Customer will notify CenturyLink in advance of such requests.

APPENDIX NO. 3

ORDERING PROCEDURES FOR ON-NET SERVICES

1. Ordering Vehicle

If an electronic format is available to transmit customer to CenturyLink, this vehicle will be used. If an electronic format cannot be utilized, Customer will transmit ASR to CenturyLink via facsimile. Facsimile information will be provided to Customer and updated as needed.

2. Contacts and Escalation

CenturyLink will provide a complete welcome letter which includes a list of contacts for the service provided to Customer. In addition, CenturyLink will provide an escalation list to Customer for purposes of escalation to the Trouble Management Center (TMC).

3. Service Order Intervals

3.1 Upon receipt of an order from Customer, CenturyLink will provide a response within twenty-four (24) business hours to Customer pertaining to any corrections or clarifications required to process the order.

3.2 Firm Order Confirmation (FOC) - CenturyLink will provide a firm order confirmation to Customer within five (5) business days of receipt of a complete and accurate order for service on CenturyLink's network.

3.3 Design Layout Record (DLR) - CenturyLink will provide DLR information within five (5) business days prior to the confirmed due date on all on-net service. The interval of providing off-net DLR information will be based on the off-net provider's intervals. If the in-service date requested by Customer is less than five (5) business days and a complete and accurate order has been received by CenturyLink, DLR issuance will be negotiated between Customer and CenturyLink.

4. Installation Intervals

DS-0, DS-1 and DS-3

The standard installation interval for all DS-0, DS-1 and DS-3 On-Net services will be established at fifteen (15) business days. It is understood between Customer and CenturyLink that CenturyLink will provide service on an individual case basis based on the requirements and expectations of Customer. If a shorter installation interval is required that is less than the standard installation, CenturyLink will use reasonable efforts to meet the expected Customer Desired Start Date. If CenturyLink cannot meet the expected Service date, then CenturyLink will notify Customer

within twenty-four (24) business hours that it is unable to do so, and will negotiate in good faith the earliest Customer Desired Start Date possible with Customer.

OCN

The Service Commencement Date specified in the Firm Order Confirmation (FOC), provided that such Telecommunications Services are to be delivered through the CenturyLink's network, shall be no later than:

(A) sixty (60) business days from submission of an order for any requested capacity at an OC-3 level and above, the installation of which (as reasonably determined by CenturyLink) will require significant capital expenditures on CenturyLink's part to commence delivery of such requested Service, (provided that CenturyLink shall use good faith efforts to set a Service Commencement Date which is no later than sixty (60) days from submission of the ASR); or

(B) forty-five (45) business days from submission of an order for any requested capacity at an OC-3 level and above, which does not require significant capital expenditures as described above.

Off-Net Services

Off-Net service terms and conditions, including intervals, FOC, and DLR will be negotiated on an individual case basis (ICB), dependent upon the standard intervals from the LECs (Local Exchange Carriers) for a particular city.

5. Fees

Expedite Fees

Customer will incur a one-time expedite fee of \$250 should Customer request that Service be expedited.

Install Fees

For all new installations, Customer will be assessed installation charges according to CenturyLink's then current standard charge list.

6. Disconnection

If Customer by notice to CenturyLink issues a disconnect order for a Circuit, implementation by CenturyLink shall not exceed an interval of 30 business days from receipt of Customer's disconnect order to the actual disconnect.

CUSTOMER DISCONNECT REQUEST:

CUSTOMER DISCONNECT REQUESTS MUST BE FORWARDED IN WRITING AS LISTED BELOW:

DISCONNECT REQUEST FORM

**Please Return to CLEC-Provisioning@CenturyLink.com or Fax to 1- 888-409 7655 or to your
Customer Account Manager for processing**

CONTACT INFORMATION

Business Name:

Contact Name & Number:

Email Address

Fax Number:

Title:

Full Disconnect : (All Services On Account)

or Partial:

Reason for disconnect:

DISCONNECT DETAIL

Customer BILLING ACCOUNT NUMBER (s) or BAN(s)

Product ID's to be disconnected (found on CenturyLink Invoice, if all items on BAN, please state "All"):

Requested disconnect date:

Circuit ID's and/or Telephone Numbers:

Additional Information:

Customer Signature: _____ Date: _____

Please note that per the CenturyLink contract Terms and Conditions all disconnect requests require a 30 day notice. Billing will continue for a period of 30 days after the date that you request for service to be terminated. Upon receipt of all necessary information your disconnect request will be processed and this form with the BSR Name and Metasolv Order Number included will be returned to you as proof of written request

to disconnect. Orders are not considered accepted until complete information is received and this form is returned to you.

CENTURYLINK USE ONLY

BSR Name: Date:

Metasolv Order Number: End Bill Date:

Customer under contract?

APPENDIX NO. 4

DEDICATED TRANSPORT SERVICES

SERVICE DESCRIPTIONS FOR ON-NET SERVICES

1.0 DEDICATED

Each Transport Service is dedicated to Customer and is billed on a monthly basis. The entire usable bandwidth for each Service is available to Customer for its exclusive use, twenty-four (24) hours a day, seven (7) days a week.

2.0 POINT-TO-POINT

Dedicated Transport Services are available between Customer-designated locations on a point-to-point basis. Service may be ordered between two Customer's POPs. There are two basic configurations for Dedicated Transport Service: Hubbed Service and Two Point Service.

Hubbed Service allows Customer to aggregate multiple lower capacity transport services terminating at multiple locations on to one higher capacity service terminating at one other Customer location.

Two Point Service allows for two Customer designated locations to be connected by one dedicated transport service. The service terminated at both locations must be the same speed/capacity.

3.0 DS-0 SERVICE

DS-0 Service is a dedicated, high capacity, full duplex channel with a line speed ranging from Voice Grade (VG) service (analog) to digital data service of up to 56kb/s or 64kb/s.

4.0 DS-1 SERVICE

DS-1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Binary 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe Formats (ESF). DS-1 Service has the equivalent capacity of 24 VG services. AMI can support 24 each 56 Kbps channels and B8ZS can support 24 each 64 Kbps channels.

5.0 DS-3 SERVICE

DS-3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44,736 Mbps isochronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS-3 Service has the equivalent capacity of 28 DS-1 Services at 1.544 Mbps or 672 VG services.

6.0 OC-3 SERVICE

OC-3 Service is a dedicated, point to point, high capacity, full duplex channel with a line speed of 155.52 Mbps synchronous serial data. OC-3 Service has the equivalent capacity of 3 DS-3 Services, 84 DS-1 Services, or 2,016 VG services.

7.0 OC-12 SERVICE

OC-12 Service is a dedicated, point to point, high capacity, full duplex channel with a line speed of 622.08 Mbps synchronous serial data. OC-12 Service has the equivalent capacity of 4 OC-3 Services, 12 DS-3 Services, 336 DS-1 Services, or 8,064 VG services.

8.0 OC-48 SERVICE

OC-48 Service is a dedicated, point to point, high capacity, full duplex channel with a line speed of 2,488 Mbps synchronous serial data. OC-48 Service has the equivalent capacity of 4 OC-12 Services, 16 OC-3 Services, 48 DS-3 Services, 1,344 DS-1 Services, or 32,256 VG services.

9.0 OC-192 SERVICE

OC-192 Service is a dedicated, point to point, high capacity, full duplex channel with a line speed of 9952 Mbps synchronous serial data. OC-192 has the equivalent capacity of 4 OC-48 Services, 16 OC-12 Services, 64 OC-3 Services, 192 DS-3 Services, 5,376 DS-1 Services, or 129,024 VG/DDS services.

10.0 DEDICATED INTERNET ACCESS

Dedicated Internet Access (DIA) service is a business-class, high-speed connection to the Internet. The connection is a direct connection from Customer's premises directly to the Internet. The service offers Internet access in optional speeds ranging 64 Kbps (DS-0) to 45 Mbps (DS-3), and includes a dedicated local loop, thereby providing always-on connectivity (not requiring dial-up).

DIA is offered as a stand-alone service, or it can be combined with CenturyLink local voice services and offered as a "bundled" service package. The Voice/DIA bundle is ordered as a complete package for a new installation, or DIA can be added to Customer's existing voice service (and provisioned on currently idle channels on the same T-1 currently providing CenturyLink Voice services to Customer).

APPENDIX NO. 5

SWITCHED SERVICES

SERVICE DESCRIPTIONS FOR ON-NET SERVICES

1.0 SWITCHED

Each Switched Service is provided via the CenturyLink local central office circuit switch. Switched Services are dedicated to Customer and billed on a monthly basis. The entire usable bandwidth for each Service is available to Customer for its exclusive use, twenty-four (24) hours a day, seven (7) days a week.

2.0 PLAIN OLD TELEPHONE SERVICE (POTS)

Customer receives POTS via connectivity to CenturyLink's Central Office (CO). POTS is typically connected to the CO via a pair of copper wires. In ON-NET scenarios, optical fiber is utilized. POTS Service provides Customer with the capability to transmit and receive voice and low speed data to and from the CO.

3.0 INTEGRATED SERVICES DIGITAL NETWORK SERVICES (ISDN)

CenturyLink provides three basic types of ISDN service: Basic Rate Interface (BRI), Primary Rate Interface (PRI) and Integrated PRI. BRI consists of two full duplex 64 kb/s B channels and one 16 kb/s D channel for a total of 144 kb/s.

PRI structure is 23 B channels plus one 64 kb/s D channel for a total of 1536 kb/s. It is also possible to support multiple PRI lines with one 64 kb/s D channel using Non-Facility Associated Signaling (NFAS).

Integrated PRI enables customers to choose from a comprehensive set of voice, data and Internet services provided to them over one T-1.

The Voice Service includes enhanced features such as caller ID and call forwarding; the Internet Service includes bandwidth on the Tier-1 AT&T IP Backbone, DNS Hosting, Email Service w/new REAL TIME Customer Email Administration Tool and spam filtering, and optional Web Hosting Service.

4.0 LONG DISTANCE SERVICE

CenturyLink's Long Distance Service provides complete domestic and international call coverage. This Service is offered in either switched or dedicated access to any customer in the United States. Only switched service is available internationally. Domestic calls are billed with a 6 second minimum and 6 second increments thereafter. Most direct dialed international calls are billed at a 30 second minimum and 6 seconds thereafter.

BUILDING ENTRY AGREEMENT

This Building Entry Agreement ("Agreement") is made and entered into as of the "Effective Date" (as defined in Section 9) by and between Montgomery County Commission ("Building Owner") and CenturyTel Acquisition, LLC dba CenturyLink ("Licensee").

BACKGROUND:

A. Building Owner owns that certain building located 100 South Lawrence Street, Montgomery AL 36104 ("Building").

B. Building Owner is willing to grant a license to Licensee in the Building pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Building Owner and Licensee agree as follows:

1. **License.** Building Owner grants Licensee a license ("License") in the Building so that Licensee can provide communications services to tenants and occupants of the Building. This grant of License permits Licensee, its employees, agents, contractors and affiliates entry into and access to all parts of the Building, up to and including the roof, which is deemed necessary by Licensee for Licensee to construct, install, operate, maintain, upgrade, monitor and remove any cables and miscellaneous equipment (collectively, "Equipment") at any time or from time to time in order to provide such communications services. Licensee will use the Equipment solely for the purpose of providing such communications services to tenants and occupants of the Building. Nothing contained in this Section 1 will be construed as granting to Licensee: (a) any property or ownership rights in Building Owner's real or personal property; (b) title to Building Owner of any right or interest in and to the Equipment; or (c) creating a partnership or joint venture between Building Owner and Licensee.

2. **Construction.** Prior to the commencement of any work in or near the Building (including periodic installation of Equipment), Licensee will, at its sole cost and expense, prepare and deliver to Building Owner plans describing all proposed construction and work. Licensee will: (a) perform all work in a safe manner consistent with the highest construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Building; (c) maintain workers' compensation insurance in accordance with the law of the state where the work is being performed.; and (d) obtain prior to the commencement of any construction and work all federal, state and municipal permits, licenses and approvals required in connection with such construction and work.

3. **Equipment.** All risk associated with Equipment will be borne by Licensee. Building Owner will not interfere with Licensee's use, operation or maintenance of the Equipment. Building Owner will not be liable for damage to, theft of, misappropriation of or loss of Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity or willful misconduct of Building Owner, its employees or agents. Within 90 days of the expiration or termination of this Agreement, Licensee will, at its sole cost and expense, remove all Equipment and its personal property from the Building, and repair all damage caused by such removal, reasonable wear and tear excepted.

4. **Termination.** This Agreement will commence on the Effective Date and will terminate upon the earliest to occur of: (a) the date which is 30 days following Building Owner's notice to Licensee that Licensee is in default under this Agreement (unless Licensee has cured such default within such 30 day period); (b) 30 days written notice to Building Owner by Licensee of its intent to terminate this Agreement; (c) the date of a casualty to all or any portion of the Building if the result of such casualty is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical; or (d) the date of condemnation or taking of all or any portion of the Building if the result of such condemnation or taking is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical. If not sooner terminated in accordance with its terms or at law, this Agreement will terminate the day before the 10th anniversary of the Effective Date.

5. **Notice.** Whenever any notice, consent, approval, request or authorization and the like (collectively, "Notice") is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Building Owner:

Montgomery County Commission
100 South Lawrence St.
Montgomery, AL 36104

If Notice to Licensee:

CenturyLink
5454 W. 110th St.
Mailstop: KSOPKJ 0902-RETA
Overland Park, KS 66211
Attention: Real Estate Manager

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of the Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section 5.

6. Indemnification and Waiver. Licensee will indemnify, defend and hold Building Owner harmless from and against any and all loss, cost, liability, claims, damage and expense of whatever kind (collectively, "Damages") arising directly or indirectly from Licensee's breach of this Agreement, including reasonable attorneys' fees and court costs. Building Owner will indemnify, defend and hold Licensee harmless from and against any and all Damages arising directly or indirectly from Building Owner's breach of this Agreement, including reasonable attorneys' fees and court costs. Notwithstanding the foregoing in this Section 6, such indemnifications will be limited to actual damages incurred. Licensee waives any claims and releases Building Owner with respect to any Damages arising directly or indirectly from the operation of the Equipment in the Building. The provisions of this Section will survive termination of this Agreement.

7. Miscellaneous. (a) Either party may assign this Agreement without the consent of the other party; (b) Building Owner acknowledges that the consideration received by it in connection with the grant of the License is the enhanced value of the Building to current or potential tenants or occupants attributable to the installation of the Equipment, and therefore, at no time will Building Owner charge Licensee any monetary fee or assessment of any kind in connection with the License and this Agreement; (c) Building Owner acknowledges that Licensee may retain third parties to exercise its rights under this Agreement, and Licensee will cause the removal from the Building of any such third party to which Building Owner reasonably objects and for which Building Owner gives notice of objection; (d) Licensee will not, at any time, record or attempt to record in the public records this Agreement, any memorandum of this Agreement, or any other instrument against the real property of Building Owner; and (e) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified or amended except in a writing signed by all of the parties.

8. Counterparts, Facsimile and Electronic Mail Signatures. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be deemed the equivalent of delivery of an original signature. The party delivering its signature by facsimile or electronic mail will promptly thereafter deliver this Agreement to the other party with the original signature.

9. Effective Date. This Agreement is effective on the date it is last signed by all parties ("Effective Date").

"Licensee"

"Business Owner"

_____ dba CenturyLink

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

MEMORANDUM

December 3, 2012

TO: JANE HATAWAY - PURCHASING AGENT

FROM: JOHN GRAY - TELECOMMUNICATION MGR 

CC: LOU IALACCI, 
PAT SILAS

SUBJECT: RFP 2-1013 Award

Having reviewed all the responses to the RFP (2-1013) we are recommending that the City of Montgomery award RFP (2-1013) to CenturyLink Business. They did the best job of complying and explaining their approach to meeting the primary requirements and specifications of the RFP. CenturyLink can provide the necessary services to meet both the City and County's needs at the lowest comprehensive costs. We further recommend a contract term of 4 years to take advantage of the additional cost savings of an estimated \$74,250 per year.

TW Telecom was the lowest proposer, however they were not able to provide all of the required services such as POTS, Centrex Service, Combo Trunks and DSL like internet services as requested in the RFP. AT&T on the other hand, was the highest proposer once all costs were tallied as defined in the requirements of the RFP such as installation charges for the PRI's and Centrex systems charges.

We understand that the proposed Master Service Agreement will have to be reviewed by the City and County Attorneys before each entity would be in a position to sign the document. Thank you very much for all your assistance and cooperation on the very important project.

City of Montgomery and Montgomery County Commission
EVALUATION OF TELECOMMUNICATIONS RFP 2-1013

VENDOR

ITEM	AT&T	CenturyLink	twTelecom
Cost - 3 Years	\$ 914,396.01	\$ 909,551.52	\$ 631,791.60
Cost-effectiveness/Pricing	3	1	2
Service offered meets present requirements	1	2	3
Ability to meet future reqmts	1	2	3
Commitment to reliability	2	1	3
Experience with account mgmt and billing	2	1	3
Implementation plan	3	1	2
Financial strength & longevity	1	2	3
References	3	1	2
Overall Ranking	2.00	1.38	2.63

Rating:

Scale of 1 to 3 (1 being the best)
consensus scores
12/5/2012


John Gray

12-5-12
Date

**City of Montgomery and Montgomery County Commission
EVALUATION OF TELECOMMUNICATIONS RFP 2-1013**

VENDOR

ITEM	AT&T	CenturyLink	twTelecom
Cost - 3 Years	\$ 914,396.01	\$ 909,551.52	\$ 631,791.60
Cost-effectiveness/Pricing	2	1	3
Service offered meets present requirements	1	2	3
Ability to meet future reqmts	1	2	3
Commitment to reliability	3	1	2
Experience with account mgmt and billing	3	2	1
Implementation plan	2	1	3
Financial strength & longevity	1	2	3
References	3	1	2
Overall Ranking	2.00	1.50	2.50

Rating:

Scale of 1 to 3 (1 being the best)

consensus scores

12/5/2012

rev 01/22/2013


Lou Lalacci

1/20/2013
Date

City/County RFP Total

City of Montgomery Pricing Sheet

Item #	Service	Site #	Estimated Quantities	AT&T 3 Year Contract Extended Price	CenturyLink 3 Year Contract Extended Price	TwTelecom 3 Year Contract Extended Price	CenturyLink 4 Year Contract Extended Price
1	Long Distance Minutes - Intrastate	43,62,115,117	11,000	15,325.20	11,880.00	0.00	11,880.00
2	Long Distance Minutes - Interstate	43,62,115,117	7,500	8,937.00	8,100.00	0.00	8,100.00
3	Point to Point T1 Service	2,10,35,40,54	5	21,600.00	36,000.00	93,870.00	36,000.00
4	PRI Installation		4	6,180.00	0.00	0.00	0.00
5	PRI 23B+D Voice Service	43,62,115,117	7	93,492.00	94,500.00	88,054.92	94,500.00
6	DID numbers	43,62,115,117	4800	17,280.00	31,104.00	25,920.00	31,104.00
7	Basic Voice Mail		*	0.00	0.00		0.00
8	Toll Free Number Service	43, 62	2	360.00	144.00		144.00
9	POTS/1FB lines	(a)	7	5,544.00	5,796.00		5,796.00
10	Centrex Lines w/features & NARS	(a)	418	242,272.80	255,816.00		260,832.00
11	Combo Trunk - Loop or Ground Start		*	0.00	0.00		0.00
12	Crisis Link		*	0.00	0.00		0.00
	Subtotal			410,991.00	443,340.00	207,844.92	448,356.00

* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column.
(a) See City Service Locations List

Schedule of Metro Ethernet Services Per End

Item #	Service	Site #	Estimated Quantities	AT&T 3 Year Contract Extended Price	CenturyLink 3 Year Contract Extended Price	TwTelecom 3 Year Contract Extended Price	CenturyLink 4 Year Contract Extended Price
13	1.5 Mbps Service	(b)	5	63,000.00	28,800.00	50,020.00	28,800.00
14	3 Mbps Service	(b)	5	63,000.00	57,600.00	55,656.00	57,600.00
15	4.5 Mbps Service	43	1	12,600.00	10,440.00		10,440.00
16	6 Mbps Service		*	0.00	0.00	16,156.00	0.00
17	10 Mbps Service	43	1	16,200.00	18,900.00	14,083.00	18,900.00
18	20 Mbps Service		*	0.00	0.00		0.00
19	30 Mbps Service		*	0.00	0.00		0.00
20	40 Mbps Service		*	0.00	0.00		0.00
21	50 Mbps Service		*	0.00	0.00		0.00
22	100 Mbps Service		*	0.00	0.00		0.00
	Subtotal			154,800.00	115,740.00	135,915.00	115,740.00

* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column.
(b) Site # 99, 100, 101

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City/County RFP Total

Schedule of Cable or DSL Internet Services

Item #	Service	Site #	Estimated Quantities	AT&T 3 Year Contract Extended Price	CenturyLink 3 Year Contract Extended Price	TwTelecom 3 Year Contract Extended Price	CenturyLink 4 Year Contract Extended Price
23	Dedicated 3 Mbps Service		*	0.00	0.00	No Bid	0.00
24	768 Kbps/128 Kbps Service	41	1	1,620.00	2,844.00	No Bid	2,844.00
25	1.5 Mbps/256 Kbps Service	54	1	2,340.00	2,844.00	No Bid	2,844.00
26	3.0 Mbps/384 Kbps Service	(c)	13	32,760.00	36,972.00	No Bid	36,972.00
27	6.0 Mbps/512 Kbps Service	56	1	2,880.00	5,724.00	No Bid	5,724.00
28	20.0 Mbps/3 Mbps Service		*	0.00	0.00	No Bid	0.00
29	30.0 Mbps/4 Mbps Service	90	1	0.00	0.00	No Bid	0.00
30	50.0 Mbps/5 Mbps Service		*	0.00	0.00	No Bid	0.00
31	100.0 Mbps/5M bps Service		*	0.00	0.00	No Bid	0.00
Subtotal				39,600.00	48,384.00	No Bid	48,384.00

* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column.
(c) - Site 7, 11, 38, 43, 55, 56, 59, 73, 92, 114, 115,

Schedule of Internet Access Service

Item #	Service	Site #	Estimated Quantities	AT&T 3 Year Contract Extended Price	CenturyLink 3 Year Contract Extended Price	TwTelecom 3 Year Contract Extended Price	CenturyLink 4 Year Contract Extended Price
32	3 Mbps Service		*	0.00	0.00		0.00
33	10 Mbps Service	115	1	32,299.20	11,520.00	44,028.00	11,520.00
34	20 Mbps Service		*	0.00	0.00		0.00
35	30 Mbps Service		*	0.00	0.00		0.00
36	40 Mbps Service	43	1	43,171.20	46,080.00	25,574.00	46,080.00
37	50 Mbps Service		*	0.00	0.00		0.00
38	60 Mbps Service		*	0.00	0.00		0.00
39	70 Mbps Service		*	0.00	0.00		0.00
40	100 Mbps Service		*	0.00	0.00		0.00
Subtotal				75,470.40	57,600.00	69,602.40	57,600.00

* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column.

City RFP Total				680,861.40	665,064.00	413,362.32	670,080.00
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City/County RFP Total

Montgomery County Pricing Sheet

Item #	Service	Site #	Estimated Quantities	AT&T 3 Year Contract Extended Price	CenturyLink 3 Year Contract Extended Price	TwTelecom 3 Year Contract Extended Price	CenturyLink 4 Year Contract Extended Price
1	Long Distance Minutes - Intrastate		5221	7,273.89	5,836.68	0.00	5,836.68
2	Long Distance Minutes - Interstate		4073	4,853.52	4,398.84	0.00	4,398.84
3	Point to Point T1 Service	4,9,11,22	4	17,280.00	28,800.00	73,483.20	28,800.00
4	MPLS		*	0.00	0.00		0.00
5	PRI 23B+D Voice Service	1,22	3	40,068.00	40,500.00	35,963.28	40,500.00
6	DID numbers		750	2,700.00	4,860.00	4,050.00	4,860.00
7	Basic Voice Mail		*	0.00	0.00		0.00
8	Toll Free Number Service		*	0.00	0.00		0.00
9	POTS/1FB lines	3,4,5,6,10,12	28	22,176.00	23,184.00		23,184.00
10	Centrex Lines	(a)	96	67,363.20	58,752.00		59,904.00
11	Combo Trunk - Loop/Ground Start		8	12,960.00	7,200.00		7,200.00
12	Crisis Link		0	0.00	0.00		0.00
	SubTotal			174,674.61	173,531.52	113,496.48	174,683.52

(a) Site # 1,2,5,7,9,11,13,16,17,18,19,20,21,22

* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column

Schedule of Metro Ethernet Services Per End

Item #	Service	Estimated Quantities	AT&T 3 Year Contract Extended Price	CenturyLink 3 Year Contract Extended Price	TwTelecom 3 Year Contract Extended Price	CenturyLink 4 Year Contract Extended Price
13	1.5 Mbps Service	*	0.00	0.00	0.00	0.00
14	3 Mbps Service	*	0.00	0.00	0.00	0.00
15	4.5 Mbps Service	*	0.00	0.00		0.00
16	6 Mbps Service	*	0.00	0.00		0.00
17	10 Mbps Service	*	0.00	0.00		0.00
18	20 Mbps Service	3	48,600.00	56,700.00	104,932.80	56,700.00
19	30 Mbps Service	*	0.00	0.00		0.00
20	40 Mbps Service	*	0.00	0.00		0.00
21	50 Mbps Service	*	0.00	0.00		0.00
22	100 Mbps Service	*	0.00	0.00		0.00
	SubTotal		48,600.00	56,700.00	104,932.80	56,700.00

* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column

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City/County RFP Total

Schedule of Cable or DSL Internet Services

Item #	Service	Estimated Quantities	AT&T		CenturyLink		TwTelecom		CenturyLink	
			3 Year Contract Extended Price	3 Year Contract Extended Price	3 Year Contract Extended Price	3 Year Contract Extended Price	3 Year Contract Extended Price	3 Year Contract Extended Price	4 Year Contract Extended Price	4 Year Contract Extended Price
23	Dedicated 3 Mbps Service	*								
24	768 Kbps/128 Kbps Service	*								
25	1.5 Mbps/256 Kbps Service	21	2,340.00		2,844.00				2,844.00	
26	3.0 Mbps/384 Kbps Service	2,10	5,040.00		5,688.00				5,688.00	
27	6.0 Mbps/512 Kbps Service	17	2,880.00		5,724.00				5,724.00	
28	20.0 Mbps/3 Mbps Service	*								
29	30.0 Mbps/4 Mbps Service	*								
30	50.0 Mbps/5 Mbps Service	*								
31	100.0 Mbps/5M bps Service	*								
SubTotal			10,260.00		14,256.00				14,256.00	
* Price all items in the "Monthly Unit Price" column but only extend price if there is a value in the "Estimated Qty" column										
County RFP Total			233,534.61		244,487.52			218,429.28		245,639.52

County + City RFP Total for 36-48 mo.		914,396.01	909,551.52	631,791.60	915,719.52
County + City RFP Annual Total		304,798.67	303,183.84	210,597.20	228,929.88

Signature



Haskell|Slaughter
attorneys at law

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TTG

MEMORANDUM

January 28, 2013

TO: Donnie Mims
FROM: Tommy Gallion
RE: Century Tel Acquisition, LLC
Telecommunications Contract

I have reviewed your January 25, 2013 memorandum, Pat Silas' January 23, 2013 memorandum to you. I have also reviewed Building Entry Agreement and Master Services Agreement and its Appendixes. It is my understanding that the City of Montgomery and Montgomery County Commission ("MCC") jointly released a RFP for telecommunications services and that Century Tel Acquisition, LLC ("Century Tel") dba CenturyLink was the low bidder. With this new contract, MCC is expected to save over \$300,000 in the next four years in telecommunication costs.

I agree with Pat Silas. On page 9 of the Master Services Agreement at paragraph 11.4 Dispute Resolution, the County's Dispute Resolution verbiage should be inserted and the existing wording (A. and B.) should be deleted in its entirety.

I agree with Lou Ialacci's assessment of paragraph 4 on pages 3 and 4 of the Master Services Agreement. I have no problem with Attorney Fehl's changes on page 10, paragraph 11.8.

Page 12 of the Master Agreement shows City of Montgomery's name instead of Montgomery County Commission. Page 17 (Schedule B) also shows City of Montgomery instead of MCC. This needs to be changed prior to execution. Also the Agreements have not been dated yet.

I am not sure what company (I think it is tw telecom of alabama llc for internet service and AT&T for telephone service) currently provides MCC with telecommunications services, but their contract should be terminated to coincide with the new service from Century Tel in order not to disrupt telecommunication services. I did note that Century Tel will charge an early termination fee if the contract is terminated before the four year expiration.

As I am sure you realize, this is a contract for services and does not have to be bid under Alabama law.

Once the above stated changes are made, I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this agreement should not be executed if it is the desire of the Commissioners.

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50051-317

**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-12B-032				RASIX COMPUTER CENTER, INC. Dba Academic Supplier Phone 619-671-2000 Fax 866-540-3292		GULF COAST OFFICE PRODUCTS Phone 334-277-5963 Fax 334-277-6072		PINNACLE NETWORKX Phone 334-546-4236 Fax 334-472-2030		CURRENT CONTRACT WITH GULF COAST OFFICE PRODUCTS			
DATE ISSUED:													
DATE OPENED: December 28, 2012													
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	Brother TN-580	Ea	25	\$77.99	\$1,949.75	\$67.06	\$1,676.50	\$79.30	\$1,982.50				
2	Brother TN-330	Ea	25	\$31.69	\$792.25	\$27.25	\$681.25	\$35.04	\$876.00				
3	Brother TN-620	Ea	25	\$47.88	\$1,197.00	\$41.16	\$1,029.00	\$50.38	\$1,259.50				
4	Brother TN-460	Ea	25	\$63.69	\$1,592.25	\$54.76	\$1,369.00	\$65.37	\$1,634.25				
5	Brother TN-350	Ea	25	\$47.57	\$1,189.25	\$40.91	\$1,022.75	\$50.09	\$1,252.25	\$63.79	\$1,594.75		
6	Brother TN-450	Ea	25	\$43.47	\$1,086.75	\$37.38	\$934.50	\$46.21	\$1,155.25				
7	Canon MP-20N	Ea	25	\$114.50	\$2,862.50	\$108.55	\$2,713.75	\$174.99	\$4,374.75				
8	Canon PF1-102MBK	Ea	25	\$72.39	\$1,809.75	\$55.85	\$1,396.25	\$62.81	\$1,570.25				
9	Canon PF1-102Y	Ea	25	\$72.39	\$1,809.75	\$55.85	\$1,396.25	\$62.81	\$1,570.25				
10	Canon PF1-102C	Ea	25	\$72.39	\$1,809.75	\$55.85	\$1,396.25	\$62.81	\$1,570.25				
11	Canon PF1-102BK	Ea	25	\$72.39	\$1,809.75	\$55.85	\$1,396.25	\$62.81	\$1,570.25				
12	Canon PF1-104M	Ea	25	\$59.92	\$1,498.00	\$55.85	\$1,396.25	\$62.81	\$1,570.25				
13	HP C8766WN	Ea	25	\$23.11	\$577.75	\$21.07	\$526.75	\$28.95	\$723.75				
14	HP C936AN	Ea	25	\$32.55	\$813.75	\$38.27	\$956.75	\$38.68	\$967.00				
15	HP C9393A	Ea	25	\$20.35	\$508.75	\$23.97	\$599.25	\$26.10	\$652.50				
16	HP C9392AN	Ea	25	\$20.35	\$508.75	\$18.56	\$464.00	\$26.10	\$652.50				
17	HP C9391AN	Ea	25	\$20.35	\$508.75	\$18.56	\$464.00	\$26.10	\$652.50				
18	HP CC531A	Ea	25	\$83.95	\$2,098.75	\$109.77	\$2,744.25	\$101.60	\$2,540.00	\$115.51	\$2,887.75		
TOTAL BID AMOUNTS					\$24,423.25		\$22,163.00		\$26,574.00				

Notes: 93 BIDS MAILED OUT

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-12B-032				RASIX COMPUTER CENTER, INC. Dba Academic Supplier Phone 619-671-2000 Fax 866-540-3292		GULF COAST OFFICE PRODUCTS Phone 334-277-5963 Fax 334-277-6072		PINNACLE NETWORK Phone 334-546-4236 Fax 334-472-2030		CURRENT CONTRACT WITH GULF COAST OFFICE PRODUCTS			
DATE ISSUED:													
DATE OPENED: December 28, 2012													
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
19	HP CC32A	Ea	25	\$83.95	\$2,098.75	\$109.77	\$2,744.25	\$112.49	\$2,812.25	\$115.51	\$2,887.75		
20	HP CC533A	Ea	25	\$83.95	\$2,098.75	\$109.77	\$2,744.25	\$101.60	\$2,540.00	\$115.51	\$2,887.75		
21	HP Q2670A	Ea	25	\$107.50	\$2,687.50	\$132.95	\$3,323.75	\$122.00	\$3,050.00	\$126.52	\$3,163.00		
22	HP Q2671A	Ea	25	\$109.95	\$2,748.75	\$132.51	\$3,312.75	\$121.61	\$3,040.25	\$136.77	\$3,419.25		
23	HP Q2672A	Ea	25	\$109.95	\$2,748.75	\$132.51	\$3,312.75	\$121.61	\$3,040.25	\$136.77	\$3,419.25		
24	HP Q2673A	Ea	25	\$109.95	\$2,748.75	\$132.51	\$3,312.75	\$121.61	\$3,040.25	\$136.77	\$3,419.25		
25	HP Q6470A	Ea	25	\$113.33	\$2,833.25	\$132.51	\$3,312.75	\$122.00	\$3,050.00	\$141.86	\$3,546.50		
26	HP Q6471A	Ea	25	\$112.95	\$2,823.75	\$130.48	\$3,262.00	\$121.61	\$3,040.25	\$136.77	\$3,419.25		
27	HP Q6472A	Ea	25	\$112.95	\$2,823.75	\$130.48	\$3,262.00	\$121.61	\$3,040.25	\$136.77	\$3,419.25		
28	HP Q6473A	Ea	25	\$112.95	\$2,823.75	\$130.48	\$3,262.00	\$121.61	\$3,040.25	\$136.77	\$3,419.25		
29	HP Q7581A	Ea	25	\$141.00	\$3,525.00	\$171.00	\$4,275.00	\$155.48	\$3,887.00	\$173.53	\$4,338.25		
30	HP Q7582A	Ea	25	\$141.00	\$3,525.00	\$171.00	\$4,275.00	\$155.48	\$3,887.00	\$173.53	\$4,338.25		
31	HP Q7583A	Ea	25	\$141.00	\$3,525.00	\$171.00	\$4,275.00	\$155.48	\$3,887.00	\$173.53	\$4,338.25		
32	HP C9720A	Ea	25	\$152.58	\$3,814.50	\$178.95	\$4,473.75	\$162.48	\$4,062.00	\$147.44	\$3,686.00		
33	HP C9721A	Ea	25	\$177.00	\$4,425.00	\$242.47	\$6,061.75	\$218.38	\$5,459.50	\$202.09	\$5,052.25		
34	HP C9722A	Ea	25	\$177.00	\$4,425.00	\$242.47	\$6,061.75	\$218.38	\$5,459.50	\$202.09	\$5,052.25		
35	HP C9723A	Ea	25	\$177.00	\$4,425.00	\$242.47	\$6,061.75	\$218.38	\$5,459.50	\$202.09	\$5,052.25		
36	HP Q5950A	Ea	25	\$152.30	\$3,807.50	\$178.61	\$4,465.25	\$162.19	\$4,054.75	\$183.19	\$4,579.75		
TOTAL BID AMOUNTS					\$57,907.75		\$71,798.50		\$65,850.00				

Notes:

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5							
INVITATION TO BID NO: 51901-12B-032				RASIX COMPUTER CENTER, INC. Dba Academic Supplier Phone 619-671-2000 Fax 866-540-3292		GULF COAST OFFICE PRODUCTS Phone 334-277-5963 Fax 334-277-6072		PINNACLE NETWORK Phone 334-546-4236 Fax 334-472-2030		CURRENT CONTRACT WITH GULF COAST OFFICE PRODUCTS									
DATE ISSUED:																			
DATE OPENED: December 28, 2012																			
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	EXTENDED AMOUNT							
37	HP Q5951A	Ea	25	\$205.00	\$5,125.00	\$253.98	\$6,349.50	\$228.52	\$5,713.00	\$260.49	\$6,512.25								
38	HP Q5952A	Ea	25	\$205.00	\$5,125.00	\$253.98	\$6,349.50	\$228.52	\$5,713.00	\$260.49	\$6,512.25								
39	HP Q5953A	Ea	25	\$205.00	\$5,125.00	\$253.98	\$6,349.50	\$228.52	\$5,713.00	\$260.49	\$6,512.25								
40	HP CE321A	Ea	25	\$51.79	\$1,294.75	\$47.09	\$1,177.25	\$58.53	\$1,463.25	NEW CARTRIDGE									
41	HP CE322A	Ea	25	\$51.79	\$1,294.75	\$47.09	\$1,177.25	\$58.53	\$1,463.25	NEW CARTRIDGE									
42	HP CE323A	Ea	25	\$51.79	\$1,294.75	\$47.09	\$1,177.25	\$58.53	\$1,463.25	NEW CARTRIDGE									
43	HP CE320A	Ea	25	\$54.44	\$1,361.00	\$47.09	\$1,177.25	\$61.27	\$1,531.75	NEW CARTRIDGE									
44	HP CE252A	Ea	25	\$204.21	\$5,105.25	\$239.46	\$5,986.50	\$215.73	\$5,393.25	NEW CARTRIDGE									
45	HP CE253A	Ea	25	\$204.21	\$5,105.25	\$239.46	\$5,986.50	\$215.73	\$5,393.25	NEW CARTRIDGE									
46	HP CE251A	Ea	25	\$204.21	\$5,105.25	\$239.46	\$5,986.50	\$215.73	\$5,393.25	NEW CARTRIDGE									
47	HP CE250X	Ea	25	\$150.88	\$3,772.00	\$137.03	\$3,425.75	\$160.72	\$4,018.00	NEW CARTRIDGE									
48	HP Q2612A	Ea	25	\$53.95	\$1,348.75	\$54.51	\$1,362.75	\$66.95	\$1,673.75	NEW CARTRIDGE									
49	HP CC530AD	Ea	25	\$135.99	\$3,399.75	\$157.07	\$3,926.75	\$145.36	\$3,634.00	NEW CARTRIDGE									
50	HP CC531A	Ea	25	\$90.00	\$2,250.00	\$109.77	\$2,744.25	\$101.60	\$2,540.00	\$115.51	\$2,887.75								
51	HP CC532A	Ea	25	\$90.00	\$2,250.00	\$109.77	\$2,744.25	\$101.60	\$2,540.00	\$115.51	\$2,887.75								
52	HP CC533A	Ea	25	\$90.00	\$2,250.00	\$109.77	\$2,744.25	\$101.60	\$2,540.00	\$115.51	\$2,887.75								
53	HP CC530A	Ea	25	\$94.91	\$2,372.75	\$111.36	\$2,784.00	\$103.00	\$2,575.00	\$117.18	\$2,929.50								
54	HP C4127A	Ea	25	\$75.00	\$1,875.00	\$27.79	\$694.75	\$78.95	\$1,973.75	\$102.43	\$2,560.75								
TOTAL BID AMOUNTS					\$55,454.25		\$62,143.75		\$60,734.75										

Notes:

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**Purchasing Department
Montgomery County Commission**

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-12B-032				RASIX COMPUTER CENTER INC. Dba Academic Supplier Phone 619-671-2000 Fax 866-540-3292		GULF COAST OFFICE PRODUCTS Phone 334-277-5963 Fax 334-277-6072		PINNACLE NETWORKX Phone 334-546-4236 Fax 334-472-2030		CURRENT CONTRACT WITH GULF COAST OFFICE PRODUCTS			
DATE ISSUED:													
DATE OPENED: December 28, 2012													
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
55	HP CC364X	Ea	25	\$236.08	\$5,902.00	\$228.54	\$5,713.50	\$248.59	\$6,214.75	\$282.54	\$7,063.50		
56	HP C4127X	Ea	25	\$109.00	\$2,725.00	\$127.22	\$3,180.50	\$134.78	\$3,369.50	\$122.06	\$3,051.50		
57	HP C8061A	Ea	25	\$75.00	\$1,875.00	\$33.66	\$841.50	\$80.00	\$2,000.00	\$103.47	\$2,586.75		
58	HP C8061X	Ea	25	\$109.00	\$2,725.00	\$147.47	\$3,686.75	\$134.78	\$3,369.50	\$126.38	\$3,159.50		
59	HP Q1338A	Ea	25	\$125.78	\$3,144.50	\$154.50	\$3,862.50	\$140.96	\$3,524.00	\$148.47	\$3,711.75		
60	HP Q5942X	Ea	25	\$189.54	\$4,738.50	\$226.70	\$5,667.50	\$204.51	\$5,112.75	\$188.46	\$4,711.50		
61	HP 05A	Ea	25	\$61.50	\$1,537.50	\$80.02	\$2,000.50	\$81.45	\$2,036.25	NEW CARTRIDGE			
62	HP CE505X	Ea	25	\$122.70	\$3,067.50	\$146.80	\$3,670.00	\$134.20	\$3,355.00	NEW CARTRIDGE			
63	HP CF280A	Ea	25	\$79.00	\$1,975.00	\$53.36	\$1,334.00	\$86.53	\$2,163.25	NEW CARTRIDGE			
64	HP CE410A	Ea	25	\$64.48	\$1,612.00	\$75.69	\$1,892.25	\$70.61	\$1,765.25	NEW CARTRIDGE			
65	HP CE411A	Ea	25	\$91.91	\$2,297.75	\$83.49	\$2,087.25	\$99.89	\$2,497.25	NEW CARTRIDGE			
66	HP CE412A	Ea	25	\$91.91	\$2,297.75	\$83.49	\$2,087.25	\$99.89	\$2,497.25	NEW CARTRIDGE			
67	HP CE413A	Ea	25	\$91.91	\$2,297.75	\$83.49	\$2,087.25	\$99.89	\$2,497.25	NEW CARTRIDGE			
68	HP CD971AN	Ea	25	\$15.64	\$391.00	\$18.46	\$461.50	\$21.25	\$531.25	NEW CARTRIDGE			
69	HP CH634AN	Ea	25	\$7.37	\$184.25	\$8.77	\$219.25	\$12.72	\$318.00	NEW CARTRIDGE			
70	HP CH635AN	Ea	25	\$7.37	\$184.25	\$8.77	\$219.25	\$12.72	\$318.00	NEW CARTRIDGE			
71	HP CH636AN	Ea	25	\$7.37	\$184.25	\$8.77	\$219.25	\$12.72	\$318.00	NEW CARTRIDGE			
72	HP C9385AN	Ea	25	\$18.05	\$451.25	\$21.18	\$529.50	\$23.73	\$593.25	NEW CARTRIDGE			
TOTAL BID AMOUNTS					\$37,590.25		\$39,759.50		\$42,480.50				

Notes:

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Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-12B-032				RASIX COMPUTER CENTER, INC. Dba Academic Supplier Phone 619-671-2000 Fax 866-540-3292		GULF COAST OFFICE PRODUCTS Phone 334-277-5963 Fax 334-277-6072		PINNACLE NETWORK Phone 334-546-4236 Fax 334-472-2030		CURRENT CONTRACT WITH GULF COAST OFFICE PRODUCTS			
DATE ISSUED:													
DATE OPENED: December 28, 2012													
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
73	HP C9386AN	Ea	25	\$12.24	\$306.00	\$11.15	\$278.75	\$17.74	\$443.50				
74	HP C9387AN	Ea	25	\$12.24	\$306.00	\$14.40	\$360.00	\$17.74	\$443.50				
75	HP C9388AN	Ea	25	\$12.24	\$306.00	\$14.40	\$360.00	\$17.74	\$443.50				
76	HP C4902AN	Ea	25	\$20.58	\$514.50	\$23.87	\$596.75	\$26.34	\$658.50				
77	HP C4903AN	Ea	25	\$15.20	\$380.00	\$17.94	\$448.50	\$21.79	\$544.75				
78	HP C4904AN	Ea	25	\$15.20	\$380.00	\$17.94	\$448.50	\$21.79	\$544.75				
79	HP C4095AN	Ea	25	\$15.20	\$380.00	\$17.94	\$448.50	\$21.79	\$544.75				
80	HP Q5949A	Ea	25	\$69.10	\$1,727.50	\$81.47	\$2,036.75	\$77.80	\$1,945.00				
81	HP C4096A	Ea	25	\$81.00	\$2,025.00	\$89.80	\$2,245.00	\$107.05	\$2,676.25				
82	HP Q2610A	Ea	25	\$95.00	\$2,375.00	\$107.91	\$2,697.75	\$127.63	\$3,190.75				
83	HP C4191A	Ea	25	\$15.00	\$375.00	\$35.37	\$884.25	\$88.41	\$2,210.25				
84	HPC4192A	Ea	25	\$15.00	\$375.00	\$58.62	\$1,465.50	\$121.96	\$3,049.00				
85	HP C4193A	Ea	25	\$15.00	\$375.00	\$58.62	\$1,465.50	\$126.84	\$3,171.00				
86	HP C4194A	Ea	25	\$15.00	\$375.00	\$58.62	\$1,465.50	\$121.72	\$3,043.00				
87	HP C8543A	Ea	25	\$236.24	\$5,906.00	\$214.50	\$5,362.50	\$250.00	\$6,250.00				
88	HP C9371A	Ea	25	\$48.92	\$1,223.00	\$56.60	\$1,415.00	\$55.58	\$1,389.50				
89	HP C9372A	Ea	25	\$48.92	\$1,223.00	\$56.60	\$1,415.00	\$55.58	\$1,389.50				
90	HP C9373A	Ea	25	\$48.92	\$1,223.00	\$56.60	\$1,415.00	\$55.58	\$1,389.50				
TOTAL BID AMOUNTS					\$19,775.00		\$24,808.75		\$33,327.00				

Notes:

Purchasing Department Montgomery County Commission

ABSTRACT FOR BIDS:				BID # 1		BID # 2		BID # 3		BID # 4		BID # 5	
INVITATION TO BID NO: 51901-12B-032				RASIX COMPUTER CENTER, INC Dba Academic Supplier Phone 619-671-2000 Fax 866-540-3292		GULF COAST OFFICE PRODUCTS Phone 334-277-5963 Fax 334-277-6072		PINNACLE NETWORK Phone 334-546-4236 Fax 334-472-2030		CURRENT CONTRACT WITH GULF COAST OFFICE PRODUCTS			
DATE ISSUED:													
DATE OPENED: December 28, 2012													
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
91	HP C9374A	Ea	25	\$48.92	\$1,223.00	\$56.60	\$1,415.00	\$55.58	\$1,389.50	NEW CARTRIDGE			
92	HP C9403A	Ea	25	\$48.92	\$1,223.00	\$56.60	\$1,415.00	\$55.58	\$1,389.50	NEW CARTRIDGE			
93	IBM 63H2401	Ea	25	\$69.00	\$1,725.00	\$53.71	\$1,342.75	\$124.99	\$3,124.75	\$74.80	\$1,870.00		
94	Lexmark 13T0101	Ea	25	\$135.00	\$3,375.00	\$82.92	\$2,073.00	\$54.99	\$1,374.75	\$164.89	\$4,122.25		
95	Lexmak 8A0476	Ea	25	\$85.00	\$2,125.00	\$105.55	\$2,638.75	\$54.99	\$1,374.75	\$97.28	\$2,432.00		
96	Lexmark 12A7400	Ea	25	\$85.00	\$2,125.00	\$105.57	\$2,639.25	\$61.99	\$1,549.75	\$95.17	\$2,379.25		
97	Lexmark 24035SA	Ea	25	\$93.59	\$2,339.75	\$111.10	\$2,777.50	\$99.64	\$2,491.00	\$64.86	\$1,621.50		
98	Lexmak E250A21A	Ea	25	\$113.89	\$2,847.25	\$104.70	\$2,617.50	\$120.15	\$3,003.75	\$125.13	\$3,128.25		
99	Lexmark 1380850	Ea	25	\$225.00	\$5,625.00	\$235.24	\$5,881.00	\$120.15	\$3,003.75	\$281.45	\$7,036.25		
100	Lexmark 12A7462	Ea	25	\$198.00	\$4,950.00	\$358.71	\$8,967.75	\$310.77	\$7,769.25	\$323.64	\$8,091.00		
101	Lexmark 12A7362	Ea	25	\$360.59	\$9,014.75	\$331.49	\$8,287.25	\$370.46	\$9,261.50	NEW CARTRIDGE			
102	Oce 794-3	Ea	25	\$74.00	\$1,850.00	\$58.59	\$1,464.75	\$70.59	\$1,764.75	NEW CARTRIDGE			
103	Oce 824-6	Ea	25	\$148.50	\$3,712.50	\$114.56	\$2,864.00	\$133.19	\$3,329.75	NEW CARTRIDGE			
104	Oce 487-2	Ea	25	\$75.00	\$1,875.00	\$99.33	\$2,483.25	\$33.99	\$849.75	NEW CARTRIDGE			
105	Oce 670-5	Ea	25	\$99.00	\$2,475.00	\$129.06	\$3,226.50	\$29.99	\$749.75	NEW CARTRIDGE			
106	Oce 666-5	Ea	25	\$125.00	\$3,125.00	\$18.03	\$450.75	\$49.99	\$1,249.75	NEW CARTRIDGE			
107	Oce 461-3	Ea	25	\$100.00	\$2,500.00	\$34.48	\$862.00	\$56.87	\$1,421.75	NEW CARTRIDGE			
108	Oce 485-5	Ea	25	\$135.00	\$3,375.00	\$63.12	\$1,578.00	\$84.99	\$2,124.75	NEW CARTRIDGE			
TOTAL BID AMOUNTS					\$55,485.25		\$52,984.00		\$47,222.50				

Notes:

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**Purchasing Department
Montgomery County Commission**

[illegible]

Notes:

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Toner Cartridge

FEB 19 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 14

DEPARTMENT: County Comm Appropriation REVIEWED: M Knighten 2/15/2013
DATE: 2/15/2013 Finance Director
REQUESTED BY: Donald L. Mims APPROVED:
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Blue Gray National Collegiate Tennis Classic	001-57201.441	0	5,000	5,000
Fund Balance	001.35900	0	-5,000	-5,000
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Appropriate funds for the 2013 Blue Gray National Collegiate Tennis Classic to be held in Montgomery.

**DISTRICT ATTORNEY
POSITION FILL REQUEST**

DEPARTMENT HEAD: **Ellen Brooks**

SUPERVISOR: **Rhonda B. Cape**

POSITION TITLE: Office Runner

POSITION NO: 408080024

PROPOSED EFFECTIVE DATE: 2/18/13

TYPE OF APPOINTMENT: ☒ PERMANENT ☐ TEMPORARY

RECRUITING:

☒ OPEN

☐ TRANSFER

☐ PROMOTION

☐ PROMOTION/TRANSFER

PAY GRADE: A01-013

SALARY RANGE: \$19,656-\$27,980

Pay step to be based upon the following rules:

☒ **Promotions** – If the rate in the previous position was less than the minimum rate established for the class of the new position, the rate of the pay shall be advanced to the minimum of the class of the new position. If the difference in pay ranges does not automatically result in an increase in the equivalent of a one-step increase in the rate of pay for an employee promoted, a one-step immediate increase within the pay range of the new classification may be given by the appointing authority.

*Merit dates do not change.

☒ **Transfers** – If the rate of pay in the previous position falls within the pay range established for the class of the new position and does not correspond to a step in the salary plan, it shall be adjusted to the next higher step, but otherwise this rate of pay may remain unchanged on the recommendation of the administrative officer in accordance with this rule.

1 ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

2

Funding

3

SELECTEE: _____

Date: _____

Appointing Authority Signature – District Attorney Office

4

☐ Manpower data entered by: _____

Date: _____

☐ Payroll entered by: _____

Date: _____

POSITION FILL REQUEST **ORIGINAL**

COMPLETED ACTION DATES	
1. ___	dept request
2. ___	admin review
3. ___	pers dept
4. ___	cert to admin
5. ___	dept selection
6. ___	final review

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Preston Frazier, Juvenile Probation Supervisor

1. POSITION TITLE: Juvenile Probation Officer I (to replace Preston Frazier)

POSITION NUMBER: 900306030

PROPOSED EFFECTIVE DATE: 2/4/2013

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: A06 (\$34,563/\$1,329.34/\$16.6167)

Bruce R. Howell
Department Head

1/28/2013
Date

2. ADMINISTRATIVE REVIEW

() APPROVED
() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date

4. SELECTEE: _____

Appointing Authority

Date

5. () Manpower data entered by _____ Date _____
() Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

FEB 19 2013

Request # 19

Date: February 7, 2013
To: Donald L. Mims, Administrator
From: Donald L. Mims, Administrator
Re: Travel / Training Request

XM

Request approval to be granted for the following:

Destination: Orange Beach, Al (Perdido Beach Resort)
Departure Date: May 8, 2013 Return Date: May 9, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend 2013 Association of County Administrators of Alabama Conference

Traveler (s) Name: 1. Donald L. Mims 4. _____
2. John A. Mitchell, Sr. 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,257.48 Advance Registration Required: \$370.00

Department Name: County Commission Fund Name: General

Additional Comments: Registration - \$185.00; Meals - \$75.00; Hotel - \$145.00; Mileage - \$223.74
(COSTS ARE PER PERSON)

To: Donald L. Mims, Administrator

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,257.48 and advance registration of \$370.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$22,500.00</u>	
Approved Requests:	<u>\$12,819.47</u>	
Budget Available:	<u>\$9,680.53</u>	
Current Requests:	<u>\$1,257.48</u>	
Budget Balance:	<u>\$8,423.05</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/7/2013

cc: Finance Director / Buyer

15-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB 19 2013

Date: February 5, 2013
To: Donald L. Mims, Administrator
From: Didi Henry
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tuscaloosa, AL

Departure Date: April 28, 2013 Return Date: April 30, 2013

Conference Leave (Days / Hours): 3 Days

Purpose of Travel: to attend the PRCA State Conference

Traveler (s) Name: 1. Didi Henry 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$501.56 Advance Registration Required: \$225.00

Department Name: Public Affairs Dept Fund Name: Travel-Reg & Training

Additional Comments: Registration - \$225.00; Mileage - \$126.56; Meals - \$150.00

To: Didi Henry

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$501.56 and advance registration of \$225.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51130.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$3,500.00</u>	
Approved Requests:	<u>\$280.50</u>	
Budget Available:	<u>\$3,219.50</u>	
Current Requests:	<u>\$501.56</u>	
Budget Balance:	<u>\$2,717.94</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/7/2013

cc: Finance Director / Buyer

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Revised October 12, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

FEB 19 2013

Date: February 7, 2013
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm.
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: March 20, 2013 Return Date: March 22, 2013
Conference Leave (Days / Hours): 20 Hrs
Purpose of Travel: PT Exemptions and Abatements

Traveler (s) Name: 1. Janet Buskey 4. _____
2. Allyson Holland 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$400.00 Advance Registration Required: \$400.00

Department Name: Revenue Commissioner Fund Name: General Fund

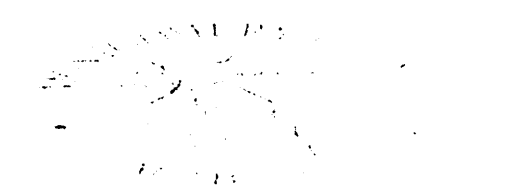
Additional Comments: Total est cost includess registration fees

To: Janet Buskey, Revenue Comm.
From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$400.00 and advance registration of \$400.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-51500.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,400.00</u>
Approved Requests:	<u>\$350.00</u>
Budget Available:	<u>\$3,050.00</u>
Current Requests:	<u>\$400.00</u>
Budget Balance:	<u>\$2,650.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/8/2013

cc: Finance Director / Buyer

15-3

Revised October 13, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

FEB 19 2013

Date: February 6, 2013
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: March 1, 2013

Return Date: March 1, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST Large Manufacturing & Suppliers Class and ALTIST Specialty Audits Class. Both Courses Will Be In Hoover, AL On March 1, 2013. Attendee Will Earn 8 CPE Hrs. Toward Annual 40 Hr. CRE Certification Requirement.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$216.00

Advance Registration Required: \$110.00

Department Name: Tax & Audit

Fund Name: 001-51800-265

Additional Comments: Discounted Registration Fee of \$110.00 for the two classes to be direct billed to Montgomery County Commission Tax & Audit Department by Auburn University Center for Governmental Services. Meals \$12. Lodging \$0. Mileage \$94.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the approximate amount of \$216.00 and advance registration of \$110.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,000.00</u>	
Approved Requests:	<u>\$2,710.00</u>	
Budget Available:	<u>\$5,290.00</u>	
Current Requests:	<u>\$216.00</u>	
Budget Balance:	<u>\$5,074.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/7/2013

cc: Finance Director / Buyer

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Revised October 13, 2006

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB 19 2013

Date: February 7, 2013
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

TH

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: June 14, 2013 Return Date: June 14, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST 2013 CRE Update Class To Be Held In Hoover, AL On June 14, 2013. Attendee Will Earn 8 CPE Hrs. Toward Her 40 Hr. CRE Continuing Education Certification Requirement. This course is required annually.

Traveler (s) Name: 1. Te'Rea Smith 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$216.00 Advance Registration Required: \$110.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$110.00 To Be Direct Billed To Montgomery County Commission Tax & Audit Department by Auburn University Center For Governmental Services. Meals \$12. Lodging \$0. Mileage \$94.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the approximate amount of \$216.00 and advance registration of \$110.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,000.00</u>	
Approved Requests:	<u>\$2,710.00</u>	
Budget Available:	<u>\$5,290.00</u>	
Current Requests:	<u>\$432.00</u>	
Budget Balance:	<u>\$4,858.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/7/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB 19 2013

Date: February 7, 2013
To: Donald L. Mims, Administrator
From: Terri Henderson, Revenue Manager
Re: Travel / Training Request

gpl

Request approval to be granted for the following:

Destination: Hoover, Alabama

Departure Date: August 9, 2013 Return Date: August 9, 2013

Conference Leave (Days / Hours): 1 Day

Purpose of Travel: Attend ALTIST 2013 CRE Update Class To Be Held In Hoover, AL On August 9, 2013. Attendees Will Each Earn 8 CPE Hrs. Toward Their Annual 40 Hr. CRE Continuing Education Certification Requirement. This course is required annually.

Traveler (s) Name: 1. Twyla Jackson 4. _____
2. Terri Henderson 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$338.00 Advance Registration Required: \$220.00

Department Name: Tax & Audit Fund Name: 001-51800-265

Additional Comments: Registration Fee of \$220.00 For The Two Attendees To Be Direct Billed To Montgomery County Commission Tax & Audit Department by Auburn University Center for Governmental Services. Meals \$24. Lodging \$0. Mileage \$94.

To: Terri Henderson, Revenue Manager

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the approximate amount of \$338.00 and advance registration of \$220.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51800.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$8,000.00</u>	
Approved Requests:	<u>\$2,710.00</u>	
Budget Available:	<u>\$5,290.00</u>	
Current Requests:	<u>\$770.00</u>	
Budget Balance:	<u>\$4,520.00</u>	

Donald L. Mims, Administrator

[Signature]

Reviewed by: S. Thomas

Date: 2/7/2013

cc: Finance Director / Buyer

15-6

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB 19 2013

Date: February 1, 2013
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: February 25, 2013 Return Date: August 25, 2013

Conference Leave (Days / Hours): _____

Purpose of Travel: On-Line Certified Jail Executive Course
Offered by National Sheriff's Association

Traveler (s) Name: 1. Wanda Robinson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$495.00 Advance Registration Required: \$495.00

Department Name: Sheriff (MCDF) Fund Name: General

Additional Comments: _____
This is an on-line course that has a 6-month window to complete.

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$495.00 and advance registration of \$495.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52200-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,589.69</u>	
Budget Available:	<u>\$13,410.31</u>	
Current Requests:	<u>\$495.00</u>	
Budget Balance:	<u>\$12,915.31</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/5/2013

cc: Finance Director / Buyer

15-7

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 7

Agenda

FEB 19 2013

Date: February 14, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Ala.
Departure Date: March 4, 2013 Return Date: March 5, 2013
Conference Leave (Days / Hours): 2 days
Purpose of Travel: Attend AUM School Security Conference

Traveler (s) Name: 1. Brandi Alexander 4. _____
2. Garry Gregg 5. _____
3. Patricia Boyd 6. _____

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

Total (est.) Cost: \$75.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$75.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52604.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,094.00</u>	
Budget Available:	<u>\$3,906.00</u>	
Current Requests:	<u>\$75.00</u>	
Budget Balance:	<u>\$3,831.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/14/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

FEB 19 2013

Date: February 14, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Alabama State University Montgomery Al.
Departure Date: February 22, 2013 Return Date: February 22, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Attend Ethical concerns, Considerations, and Best Practices in Counseling seminar

Traveler (s) Name: 1. Linda Parsley-Engle 4. _____
2. Dr. Warren Brantley 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$45.00 Advance Registration Required: _____

Department Name: Youth Facility Fund Name: 001-52603-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$45.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-52603.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$1,000.00</u>	
Budget Available:	<u>\$14,000.00</u>	
Current Requests:	<u>\$45.00</u>	
Budget Balance:	<u>\$13,955.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/14/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

FEB 19 2013

Date: February 14, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Prattville, AL.
Departure Date: February 28, 2013 Return Date: February 28, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Seminar : How the brain forms new habits

Traveler (s) Name: 1. Belinda Adams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: _____

To: Bruce R. Howell
From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$79.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52604.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$5,000.00</u>
Approved Requests:	<u>\$1,094.00</u>
Budget Available:	<u>\$3,906.00</u>
Current Requests:	<u>\$154.00</u>
Budget Balance:	<u>\$3,752.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/14/2013

cc: Finance Director / Buyer

15-10

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB 19 2013

Date: January 24, 2013
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel and Spa, Montgomery, AL
Departure Date: February 27, 2013 Return Date: February 27, 2013
Conference Leave (Days / Hours): 1 day/8 hrs.
Purpose of Travel: Attend seminar on Basics of Soils with Geotechnical Applications

Traveler (s) Name: 1. George C. Speake 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$125.00 Advance Registration Required: \$125.00

Department Name: Engineering Department Fund Name: Gasoline Tax 111-53600-265

Additional Comments: _____

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

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$125.00 and advance registration of \$125.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,825.00</u>	
Budget Available:	<u>\$3,175.00</u>	
Current Requests:	<u>\$125.00</u>	
Budget Balance:	<u>\$3,050.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/8/2013

cc: Finance Director / Buyer

15-11

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

FEB 19 2013

Date: February 5, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 401 Beacon Pkwy West, Birmingham, AL 35209
Departure Date: March 8, 2013 Return Date: March 8, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: UAB Substance Abuse Programs Training

Traveler (s) Name: 1. Caryn White 4. Shonda Grissett
2. Kimberley Long 5. _____
3. Dee Dee McNear 6. _____

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

Total (est.) Cost: \$380.00 Advance Registration Required: \$300.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: Meals - \$80.00

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$380.00 and advance registration of \$300.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$12,650.00</u>	
Approved Requests:	<u>\$11,398.88</u>	
Budget Available:	<u>\$1,251.12</u>	
Current Requests:	<u>\$300.00</u>	
Budget Balance:	<u>\$951.12</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/7/2013

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 20

Agenda

FEB 19 2013

Date: February 8, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: February 22, 2013 Return Date: February 22, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Attend: The Impact of Trauma Informed Care: Communication Barriers & Vulnerabilities in the Deaf Population

Traveler (s) Name: 1. Carrie Gray 4. _____
2. Crystal Taylor 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$40.00 Advance Registration Required: \$40.00

Department Name: District Attorney Fund Name: 760-51260-292

Additional Comments: _____

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

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$40.00 and advance registration of \$40.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.292</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$3,491.50</u>	
Budget Available:	<u>\$41,508.50</u>	
Current Requests:	<u>\$40.00</u>	
Budget Balance:	<u>\$41,468.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/11/2013

cc: Finance Director / Buyer

15-13

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 22

Agenda

FEB 19 2013

Date: February 12, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: February 20, 2013 Return Date: February 20, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: Conduct Intern Interviews at Cumberland Law School

Traveler (s) Name: 1. Daryl Bailey 4. Jon Moody
2. Azzie Taylor 5. _____
3. Lakeita Rox 6. _____

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

Total (est.) Cost: \$100.00 Advance Registration Required: \$0.00

Department Name: District Attorney Fund Name: 760-51260-265

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$100.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$3,591.50</u>	
Budget Available:	<u>\$41,408.50</u>	
Current Requests:	<u>\$140.00</u>	
Budget Balance:	<u>\$41,268.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/13/2013

cc: Finance Director / Buyer

15-14

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 23

Agenda

FEB 19 2013

Date: February 12, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Huntsville, AL
Departure Date: March 18, 2013 Return Date: March 21, 2013
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: To Attend: National Symposium on Child Abuse

Traveler (s) Name: 1. Brittney Bucak 4. _____
2. Seth Gowan 5. _____
3. _____ 6. _____

Check Mode of Transportation: County Vehicle ☐ Commercial Air ☐
Private Vehicle ☒ Other (Specify) ☐
Total (est.) Cost: \$500.00 Advance Registration Required: \$0.00
Department Name: District Attorney Fund Name: 760-51260-265
Additional Comments: Majority of Cost Paid by DHR Grant

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

The above request is app. 02/19/13 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$45,000.00</u>
Approved Requests:	<u>\$3,591.50</u>
Budget Available:	<u>\$41,408.50</u>
Current Requests:	<u>\$640.00</u>
Budget Balance:	<u>\$40,768.50</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 2/13/2013

cc: Finance Director / Buyer

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FEB 19 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 6

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	2/11/13
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date
		2/5/2013		

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Construction Equipment	111-53100.561	52,555	(27,979)	24,576
Construction Equipment	111-53800.561	30,101	27,979	58,080
TOTAL		82,656	0	82,656

JUSTIFICATION:

Transfer from the Construction Equipment Code to cover the purchase of 3/4 Ton Pickup Truck for Bridge Maintenance utilizing State Contract

FEB 19 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT:	PERSONNEL	REVIEWED:	S. Thomas	2/11/2013
DATE:	2/11/2013	Finance Director		Date
REQUESTED BY:	Barbara Montoya	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Printing & Book Binding	123-51961.160	7,000	-1,000	6,000
Subscriptions	123-51961.409	1,600	1,000	2,600
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		8,600	0	8,600

JUSTIFICATION:

Adjusting budget for added costs of subscription renewals.

1 148369-1 : n : 02/12/2013 : FC / can LRS2013-791

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9 A BILL
10 TO BE ENTITLED
11 AN ACT
12

13 Relating to Montgomery County; to provide for the
14 transfer of all duties, responsibilities, and liabilities
15 relating to the assessment and collection of ad valorem taxes
16 on motor vehicles from the revenue commissioner to the judge
17 of probate; and providing an effective date.

18 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

19 Section 1. This act shall apply only in Montgomery
20 County.

21 Section 2. All duties, responsibilities, and
22 liabilities regarding motor vehicle and non-motorized vehicle
23 assessment and ad valorem tax collection heretofore performed
24 by the revenue commissioner shall be transferred to and shall
25 be performed by the judge of probate.

26 Section 3. All laws or parts of laws which conflict
27 with this act are repealed.

1 Section 4. This act shall become effective on
2 October 1, 2013, following its passage and approval by the
3 Governor, or its otherwise becoming law.

ELTON N. DEAN, SR.
CHAIRMAN
DANIEL HARRIS, JR.
VICE CHAIRMAN
REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

GEORGE C. SPEAKE, PE, PLS
COUNTY ENGINEER
JAMES M. KELLEY, PE
ASSISTANT COUNTY ENGINEER
(334) 832-1310
FAX (334) 832-7190

Agenda

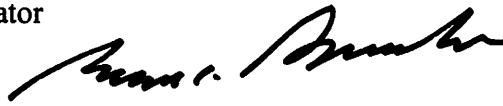
FEB 19 2013

February 19, 2013

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer



SUBJECT: County Road Equipment Operator II Position Fills

Forwarded herewith are four (4) County Road Equipment Operator Position Fill Requests as was approved by waiving rules during the February 19, 2012, County Commission Meeting. Thank you for your assistance with this matter.

GCS/gcs

Attachments

cc: File

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: William R. Betts, District Maint. Supt.

1. 2/19/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator II (0552)

POSITION NUMBER 620552010, Replacing Herman Jackson

PROPOSED EFFECTIVE DATE March 4, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S06) (\$23,493 - \$33,444) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions


Department Head

DATE February 19, 2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: William R. Betts, District Maint. Supt.

1. 2/19/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator II (0552)

POSITION NUMBER 620552011, Replacing Richard D. Evans Jr.

PROPOSED EFFECTIVE DATE March 4, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S06) (\$23,493 - \$33,444) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE February 19, 2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey, District Maint. Supt.

1. 2/19/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator II (0552)

POSITION NUMBER 630552014, Replacing Wallace Newman

PROPOSED EFFECTIVE DATE March 4, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S06) (\$23,493 - \$33,444) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions

 DATE February 19, 2013
Department Head

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

DATE _____

4. SELECTEE: _____

Appointing Authority

Date _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Engineering

DEPARTMENT HEAD: George C. Speake, County Engineer

SUPERVISOR: Robert E. Chancey, District Maint. Supt.

1. 2/19/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE County Road Equipment Operator II (0552)

POSITION NUMBER 630552016, Replacing Halbert R. Gibson

PROPOSED EFFECTIVE DATE March 4, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER () TRANSFER
(Department Only)

() OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S06) (\$23,493 - \$33,444) Pay step to be based upon City & County of Montgomery Personnel Board Rules & Regulations, Rule VI, Section 10(a) promotions



Department Head

DATE February 19, 2013

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

3. CERTIFICATION

Promotional _____ Candidates
Open-Competitive _____ Candidates
Transfer _____ Candidates

DATE _____

Personnel Director

4. SELECTEE: _____

Date _____

Appointing Authority

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ATTACHMENT E:

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

	<i>For Reference. See</i>	
☐ 1. Convene An Open Meeting	Page 21	Section IV (A) 1
☐ 2. Enter a motion stating the reason for the Executive Session. <i>Executive Sessions may only be called for one of the following reasons:</i> a. General Reputation and Character, Job Performance, or Salaries / Compensation b. Formal Complaints or Charges Against an Individual or Legal Entity c. Discussion with the Government Body's Attorney d. Security Plans and Measures e. Criminal Investigation and the Identity of an Undercover Agent or Informer f. Negotiations to Buy / Sell / Lease Real Property g. Preliminary Negotiations in Trade Competition h. Negotiations Between The Body and a Group of Public Employees i. Discuss and Vote Upon a Public or Contested Case Hearing	Page 21 Page 21 Page 23 Page 23 Page 24 Page 25 Page 25 Page 26 Page 27 Page 27	Section IV (A) 2 Section IV (B) 1 Section IV (B) 2 Section IV (B) 3 Section IV (B) 4 Section IV (B) 5 Section IV (B) 6 Section IV (B) 7 Section IV (B) 8 Section IV (B) 9
☐ 3. Receive a Written or Oral Declaration (if necessary). a. Written Declarations are required for these Executive Sessions: I. Discussion with the body's attorney concerning options for, and ramification of, litigation, mediation, or arbitration. II. Discussions that would disclose the identity of an undercover informant or that focus on criminal investigations of non-public officials. III. Discussions concerning the negotiations between the body and a group of public employees. b. It is required that a designated person certify that the Executive Session is warranted for these specific reasons before the body votes to go into Executive Session.	Page 20	Section IV (A) 4
☐ 4. Vote to go into Executive Session a) The vote must be open/public; and b) Each member must openly give his/her individual vote.	Page 20	Section IV (A) 4
☐ 5. Enter a Statement Concerning Reconvention	Page 21	Section IV (A) 5

MONTGOMERY
AREA CHAMBER OF COMMERCE

February 14, 2013

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:

I am requesting to appear before the Montgomery County Commission on Tuesday, February 19, 2013 in executive session. I 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.



**CHARLES PRICE
PRESIDING CIRCUIT JUDGE
FIFTEENTH JUDICIAL CIRCUIT**

**P. O. Box 1667
Montgomery, AL 36102
Telephone: 334-832-1331
Fax: 334-832-7128**

**LaShandra Warren
Judicial Assistant
334-832-1331 press 3**

**Laura Head
Court Reporter
334-832-1330**

February 14, 2013

**Honorable Elton Dean
Chairman, Montgomery County Commission
Phelps-Price Justice Center
Montgomery, AL 36104**

Dear Chairman Dean,

The Judges of the 15th Judicial Circuit, Advisory Council of the State Indigent Defense Fund and the Montgomery County Bar Association, with the knowledge and concurrence of the State Indigent Defense Fund, will establish a Public Defenders Office for the 15th Judicial Circuit; Montgomery County, Alabama. A Public Defenders Office will be beneficiary to the State and Montgomery County, in managing inmates' transition through the county jail. This office has been in the planning stage for approximately two years.

In order to establish the office, we will be asking the county commissioners for their support and office space for the employees. For instance, office space is provided for the Public Defenders Office by Jefferson and Tuscaloosa counties. To fully discuss this matter, I am requesting to be placed on the agenda at the commissioners' work session at your convenience. Judges Hardwick and Reese will accompany me to the work session.

Thank you,


Judge Charles Price

Enclosure

**Cc: Commissioner Reed Ingram
Commissioner Jiles Williams
Commissioner Dimitri Polizos
Commissioner Dan Harris
Judge Eugene Reese
Judge Johnny Hardwick
Donnie Mims, County Administrator**

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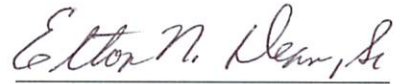
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ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 11, 2013, at 8:00 in the morning.

A handwritten signature in blue ink, reading "Donald Z. Morris".

Administrator

A handwritten signature in blue ink, reading "Ettore N. Klein, Sr.".

Chairman