

MINUTES OF REGULAR MEETING
MONTGOMERY COUNTY COMMISSION
MARCH 11, 2013

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:06 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

RECESS TO EXECUTIVE SESSION

Vice Chairman Ingram made a motion to go into the Executive Session, based upon a letter from City of Montgomery Mayor Todd Strange, requesting the convening of an Executive Session to discuss the purchase or sale of property and matters of commerce and trade issue. The motion was seconded by Commissioner Williams and unanimously approved by each Commissioner openly giving their individual vote. Administrator Mims noted that all five County Commissioners were present~~ed~~ and stated that the Commission would recess to the Information Session immediately following the Executive Session. Chairman Dean recessed the Information Session to the Executive Session. (Letter from Mayor Todd Strange and a Checklist for Conducting Lawful Executive Sessions, Pages 30-1 and 30-2, are attached to these minutes)

RECESS TO INFORMATION SESSION

Commissioner Ingram made a motion to recess the Executive Session. The motion was seconded by Commissioner Williams 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

COMMENTS BY ADMINISTRATOR MIMS

Administrator Mims briefed the Commission on scheduled attendees and items on the agenda.

DISCUSSION BY THE COMMISSION

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to Sydney Lanier High School for the Law & Public Safety Academy Summer Program.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to the Alabama Cattlemen's Association for "Little Boots" Rodeo.

Vice Chairman Harris requested a \$1,000 miscellaneous appropriation from his account to Sydney Lanier High School for the Principal's Discretionary Fund.

Commissioner Polizos requested a \$2,000 miscellaneous appropriation from his account to Robert E. Lee High School for the Hall of Fame Ceremony.

Commissioner Ingram requested a \$500 miscellaneous appropriation from his account to Loveless Academic Magnet Program (LAMP) High School for the Principal's Discretionary Fund.

After discussion, the Commission agreed to waive rules and add these items to the agenda.

COMMENTS FROM ADMINISTRATOR MIMS

Administrator Mims informed the Commission that Probate Judge Steven L. Reed would brief them at the next meeting regarding his request for an Irregular Step Increase for a Confidential Administrative Assistant.

PRESENTATION BY JUVENILE COURT ADMINISTRATOR BRUCE R. HOWELL

Juvenile Court Administrator Bruce R. Howell briefed the Commission on an Agreement with the State of Alabama for the Davis Program regarding Medicaid reimbursement. After discussion, the Commission agreed to place this item on the next agenda.

Mr. Howell briefed the Commission regarding the establishment of the classification of County Juvenile Court Clerk. After discussion, the Commission agreed to place this item on the next Thursday Memo as a Personnel Action item.

Mr. Howell briefed the Commission regarding a position fill request for a Groundskeeper for the Youth Facility. After discussion, the Commission agreed to place this item on the next Thursday Memo as a Personnel Action item.

PRESENTATION BY EXECUTIVE DIRECTOR STEVE SEARCY WITH ONE PLACE FAMILY JUSTICE CENTER

Executive Director Steve Searcy with One Place Family Justice Center briefed the Commission regarding a Grant Application for the Grants to Encourage Arrest Policies and Enforcement of

Protection Orders Program. Mr. Searcy stated that there was no match required from the County. After discussion, the Commission agreed to place this item on the next agenda.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake briefed the Commission regarding an Agreement and related Resolution for Resurfacing CR-12 (Hickory Grove Road) from CR-19 (Pettus Road) to CR-48 (Boyd Springs Road) Project Number STPNU – 5100 (204), MCP 51-68-12, CPMS Ref# 100058155. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Mr. Speake discussed the Engineering Department's five (5) Position Fill Requests for County Road Equipment Operator II, Position Numbers 610552010, 610552012, 620552016, 630552018 and 630552019. He also discussed seven (7) Position Fill Requests for County Road Equipment Operator I, Position Numbers 610551018, 610551022, 620551017, 620551018, 620551021, 620551022 and 630551025. He stated that these position fills would be promotions from within, from existing personnel with no new hires at this time. The Commission agreed to place these position fill requests on the next agenda.

County Attorney Thomas T. Gallion, III briefed the Commission regarding an Abandonment and Relinquishment of Utility Easement relating to the purchase of an undeveloped outparcel at the corner of EastChase Parkway and Minnie Brown Road (in the old Bruno's shopping center). He stated that Minnie Brown Road used to run through this lot, but it was partially vacated and re-routed to its present configuration in connection with the development of this shopping center. After discussion, the Commission agreed to waive rules and add this item to the agenda.

PRESENTATION BY EXECUTIVE DIRECTOR GREG CLARK WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Central Alabama Regional Planning and Development Commission Executive Director Greg Clark briefed the Commission on a Proposal in the amount of \$25,000 concerning the Revitalation of Lagos del Sol Subdivision. The Commission agreed to discuss this item further at the next Commission meeting.

Administrator Mims noted that the following information regarding Lagos del Sol Subdivision was in the Commissioners' briefing packet and are attached to these minutes:

- Copy of letter from Governor Robert Bentley's Office concerning a letter he received from Ms. Edna Hood of the Lagos del Sol Subdivision
- Copy of email from George Speake regarding work by the Engineering Department at Lagos del Sol Subdivision since the neighborhood visit on September 5, 2012
- Copy of Cost Estimate to Replace Storm Draining System in the Lagos del Sol Subdivision and other documents

- Copy of Certified Minutes from the October 15, 1973, Regular Adjourned Meeting of the Montgomery County Commission regarding approval of County Maintenance of the Street in the Lagos del Sol subdivision. Please note that the authorization states “Mr. Sellers made the motion that the County accept for maintenance the streets as shown in Lagos Del Sol when such streets have been approved by the County Engineer in accordance with the resolution adopted by the County Commission on July 17, 1972, but with the positive understanding that the County accept no responsibility for flood drainage along said streets or any off-street damage resulting from water or flood drainage along said streets”

Administrator Mims presented Modification Number 9 to Weatherization Grant Number ARRA DOE-028-09. After discussion, the Commission agreed to waive rules and add this item to the agenda.

COMMENTS BY ADMINISTRATOR MIMS AND DEPUTY ADMINISTRATOR MITCHELL

Administrator Mims noted that a representative of Bell Transmission may be present at the Formal Session of the meeting to protest the Bid Award for Transmission Service, which was on the agenda.

Administrator Mims presented Budget Change Request Number 3 from Information Systems and Budget Change Request Number 2 from the Probate Judge’s Office. After discussion, the Commission agreed to waive rules and add these items to the agenda.

Administrator Mims presented a memorandum from Commissioner Polizos and a letter from William Fain regarding his resignation from the Montgomery City/County Public Library Board of Trustees. Commissioner Polizos stated that since Mr. Fain was his appointment to the Library Board, he would like to nominate Mr. Ham Wilson, Jr. to serve the remainder of Mr. Fain’s term, which expires June 1, 2015. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a Resolution to join with the Alabama State Legislature in support of the installation of a statue of Mrs. Rosa Parks at the State Capitol Complex. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims briefed the Commission on the Ratification of a Grant Application to the Alabama Department of Economic and Community Affairs and related Resolution regarding the Montgomery County Sheriff’s Office Fingerprint Enhancement Program. He stated that the Sheriff’s Office is to pay for the grant match. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a memorandum from Crosby Drinkard Group regarding the status of the 2013 Proposed Legislation. After discussion, the Commission agreed to waive rules and add the following Legislative items to the agenda: Probate/Revenue Bill, Airport Authority Board and Process Paper Service Fee.

Administrator Mims presented a Resolution honoring Alberta Howard McCaster's 90th Birthday. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Resolution Proclaiming March 18, 2013, as "St. Jude Pirates' Day" in Montgomery County. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Venue License Agreement with Garrett Coliseum regarding the Volunteer Firefighter Appreciation Day. 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 for Emergency Medical Services. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding the payment of 2012-2013 Membership Dues to Alabama Association of 9-1-1 Districts for Rural Addressing Coordinator Jane Brown Reed. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award for Pharmacy Services, Bid Number 52602-13B-002. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award for Inmate Food Service, Bid Number 52110-13B-006. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award for Inmate Laundry Service, Bid Number 52200-13B-007. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Bid Award for Moving of Probate/Revenue East Offices, Bid Number 51300-13B-004. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Board Member Reappointment to North Montgomery Volunteer Fire Protection Authority. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims presented a Position Fill Request for Account Clerk, Position Number 005, for the Sheriff's Office. After discussion, the Commission agreed to place this item on the next agenda.

Administrator Mims briefed the Commission regarding two Position Fill Requests for Corrections Officer/Corrections Officer Trainee, Position Numbers 008 and 035. After discussion, the Commission agreed to place these items on the next agenda.

Administrator Mims presented a letter from Pastor Paul Hubbard with Lakeview Baptist Church requesting that Montgomery County secure a new polling location. The Commission agreed to discuss this item further at the next meeting.

Administrator Mims presented a letter from Philip C. Dotts with The PFM Group, Public Financial Management, Inc., requesting to meet with the Commission. The Commission agreed to discuss this item further at the next meeting.

Administrator Mims presented a report showing all expenses paid by the General Fund for 15th Judicial Circuit Judges, Domestic Relations Court, Circuit Clerk, District Attorney and Court Reporters since 2012. He stated that this information was requested by Representative Alvin Holmes.

Administrator Mims presented a memorandum from Chief Information and Technology Officer Lou Ialacci requesting approval for ShaKenda Darrington to participate in the 2013 Leadership Montgomery Torchbearers Class and for the County to pay the class tuition. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims presented a memorandum from Purchasing Manager Pat Silas regarding the purchase of newspaper downloads for Judge Steven L. Reed. The Commission agreed to discuss this item further at the next meeting.

Administrator Mims briefed the Commission regarding a WSFA 12 New Web Article on “Alabama Judicial Branch Cuts Wednesday Access to Circuit Clerk Offices”.

Administrator Mims presented an email from Sheriff D.T. Marshall concerning the Courthouse bomb threat case.

Deputy Administrator Mitchell briefed the Commission regarding a Position Fill Request for Mail Room and Stores Clerk. After discussion, the Commission agreed to waive rules and add this item to the agenda.

Administrator Mims noted that the following information was in the Commissioners’ packet for them to review:

- Copy of email from Sheriff D.T. Marshall concerning Courthouse Bomb Threat case
- Copy of Schedule of Upcoming Bids/Contract Renewals
- Copies of Revenue Reports for February 2013 from Tax and Audit Department
- Copy of Census and Fiscal Report for February 2013 for Community Corrections

Requests for Funding

- Copy of letter from Principal Michael Gibbs with Sidney Lanier High School requesting funding for the football program (**They have a goal of \$9,000 but no particular amount was requested from the Commission**)
- Copy of letter from Principal Natasha Starr with Brewbaker Intermediate School requesting attendance and funding in the amount of \$500 to purchase of food and other items for the Fourth Annual 100 Men for Education Day to be held April 11, 2013
- Copy of letter from Montgomery Southern League Assistant Commissioner Calvin Nelson requesting funding in the amount of \$2,500 for the Montgomery Southern League Dixie Youth Baseball and Softball Programs

Previous Requests for Funding

- Copy of Letter from Project Chairman Ed Grimes with Helicity of Montgomery, Inc. requesting funding for the Lagoon Park Trail Project (During the February 4, 2013 County Commission meeting, Founder Johnny Veres with **Helicity Montgomery** briefed the Commission regarding a proposed walking trail at Lagoon Park and requested funding for this project. Commissioner Polizos has appropriated \$5,000 from his account for this project)
- 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 has appropriated \$500 from his account for this program.
- 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.

Additional Information – No Attachments

The following employee has submitted a Notice of Application for Retirement Allowance:

- James Widgeon, Mapping Appraisal Supervisor, Appraisal Department (**34 years**)

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 Williams.

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 Thomas T. Gallion, III, and County Engineer George C. Speake.

CONSENT AGENDA

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

Mr. Williams made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Administrator. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 6, are attached to these Minutes.)

NEW BUSINESS

COUNTY COMMISSION – APPROVED SUPPORT FOR A BILL THAT WOULD PROPOSE AN AMENDMENT TO AMENDMENT NO. 852 TO THE CONSTITUTION OF ALABAMA OF 1901, NOW APPEARING AS SECTION 6.70, LOCAL AMENDMENTS, MONTGOMERY COUNTY, OFFICIAL RECOMPILATION OF THE CONSTITUTION OF ALABAMA OF 1901, AS AMENDED, TO ALLOW THE COUNTY COMMISSIONERS OF MONTGOMERY COUNTY TO PARTICIPATE IN THE EMPLOYEES’ RETIREMENT SYSTEM AND TO PROVIDE FOR A RETROACTIVE EFFECT

The Administrator requested approval of support for a bill that would propose an amendment to Amendment No. 852 to the Constitution of Alabama of 1901, now appearing as section 6.70, local amendments, Montgomery County, official recompilation of the Constitution of Alabama of 1901, as amended, to allow the County Commissioners of Montgomery County to participate in the employees’ retirement systems to provide for a retroactive effect.

Commissioner Ingram explained to the audience that the Commissioner’s get paid more than enough, along with being provided a cell phone, and health and life insurance. He said that part-time commissioners should not receive retirement and that it will cost the tax payers money. He stated that he does not support this bill and asked that the Commission not support it at this time. Chairman Dean told Commissioner Ingram that that is all good for the news and TV cameras. He stated that there are 15 to 16 counties that don’t have retirements. Commissioner Williams noted that he supports the bill but he is already a state retiree. Vice Chairman Harris added that he has done some ~~investigative work~~ research regarding this issue and that 50 out of 67 counties have Commissioners who are part-time and participate in the retirement plan. He informed everyone that Montgomery County is the largest county that does not participate. He said that ~~the Commissioners will get only 10% of the small salary that they receive as their retirement pay~~

the counties portion is 10% of the small salaries that we receive, which is not a huge benefit. This will just go along with other counties in Alabama. Commissioner Ingram said that some of the counties have full-time Commissioners. He stated that he would like to see people run for Commissioner from their heart and not for the benefits, and added that the Board of Education does not receive retirement. Chairman Dean stated that he didn't run for the benefits and that making that statement insinuates that we do not care. He said that he and Commissioner Williams have been on the Commission since the year 2000. Commissioner Ingram explained to Chairman Dean that he was not talking about the current Commissioners; that this Commission is a good team. He explained that he was referring to future people running for Commissioner. Chairman Dean stated that there are only two counties that have full-time Commissioners, Jefferson and Mobile Counties. He informed the audience that the Commission is not asking for a raise.

Vice Chairman Harris made a motion to approve the request. The motion was seconded by Mr. Williams. Chairman Dean, Vice Chairman Harris and Mr. Williams voted in favor of the motion. Mr. Ingram and Mr. Polizos voted in opposition and the motion carried. (Copy of a Bill to be Entitled an Act, Agenda Pages 1-1 through 1-4, is attached to these Minutes.)

PIKE ROAD VOLUNTEER FIRE PROTECTION AUTHORITY – CARRIED OVER
CONSIDERATION OF BOARD MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Pike Road Volunteer Fire Protection Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Ty Glassford will expire as a board member of the Pike Road Volunteer Fire Protection Authority. Mr. Glassford has expressed his desire to be reappointed to this Authority.

I am requesting that the Commission consider approval of this reappointment.

End of Memorandum

Mr. Ingram made a motion to carry this item over to the next meeting. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 2-2, is attached to these Minutes.)

OMNIBUS VOTE

Administrator Mims requested that the Commission omnibus the following 4 items, and the Commission concurred. Mr. Polizos made a motion to approve the four agenda items. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission.

PILGRIM-PROVIDENCE WATER AND FIRE PROTECTION AUTHORITY – APPROVED BOARD MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Pilgrim-Providence Water and Fire Protection Authority Board Member Reappointment

On March 1, 2013, the term of Mr. David Livingston will expire as a board member of the Pilgrim-Providence Water and Fire Protection Authority. We have contacted Mr. Livingston and he would like to be reappointed to this Board.

I am requesting that the Commission consider approval of this reappointment.

End of Memorandum

As approved in the Omnibus Vote, Mr. Polizos made a motion to approve the request to reappoint David Livingston for a term expiring March 1, 2019. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 3-2, is attached to these Minutes.)

PINE LEVEL WATER AUTHORITY – APPROVED BOARD MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Pine Level Water Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Charles Parker will expire as a board member of the Pine Level Water Authority. We have contacted Mr. Tommy Sikes, President of the Board, and he recommended the reappointment of Mr. Parker to this Board.

I am requesting that the Commission consider approval of this reappointment.

End of Memorandum

As approved in the Omnibus Vote, Mr. Polizos made a motion to approve the request to reappoint Charles Parker for a term expiring March 1, 2019. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 4-2, is attached to these Minutes.)

PINTLALA WATER AND FIRE PROTECTION AUTHORITY – APPROVED BOARD
MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Pintlala Water and Fire Protection Authority Board Member Reappointment

On March 1, 2013, the term of Mr. Cecil G. Brendle will expire as a board member of the Pintlala Water and Fire Protection Authority. Mr. Brendle, Chairman of the Authority has expressed his desire to be reappointed to the Board.

I am requesting that the Commission consider approval of this reappointment.

End of Memorandum

As approved in the Omnibus Vote, Mr. Polizos made a motion to approve the request to reappoint Cecil Brendle with a term to expire March 1, 2019. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 5-2, is attached to these Minutes.)

SELLERS STATION WATER AND FIRE PROTECTION AUTHORITY – APPROVED
BOARD MEMBER REAPPOINTMENT

The Administrator presented the following memorandum:

February 14, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Sellers Station Water and Fire Protection Authority Board Member
Reappointment

On March 1, 2013, the term of Mr. Robert Guy will expire as a board member of the Sellers Station Water and Fire Protection Authority. Mr. Guy, Chairman of the Authority, has expressed his desire to be reappointed to the Board.

I am requesting that the Commission consider approval of this reappointment.

End of Memorandum

As approved in the Omnibus Vote, Mr. Polizos made a motion to approve the request to reappointment Robert Guy with a term to expire March 1, 2019. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of Board Members' Appointment Page, Agenda Page 6-2, is attached to these Minutes.)

End of Omnibus Vote

APPRAISAL DEPARTMENT – APPROVED AMENDMENT 1 TO 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

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

February 19, 2013

MEMORANDUM

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

Cc: Janet Y. Buskey, Revenue Commissioner

FROM: Clay Henley, Chief Appraiser

SUBJECT: Amendment 1 to Intergraph Services Company (ISC) Contract

Intergraph Services Corporation recently sent me a proposed amendment to contract 2011-004 dated December 1, 2011. This contract is for the planimetric map features that go along with our aerial photography. The purpose of this amendment is to clarify the scope of work and to provide delivery dates for completed work. These dates are not specified in the original contract. I respectfully request that you consider amendment 1 to this contract.

Attachments

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum, Amendment 1, Letter, Red Lined Contractual Agreement, Original Contractual Agreement, and Attorney Gallion's Opinion, Agenda Pages 7-2 through 7-43, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED DELEGATION OF AUTHORITY AND
ADDENDUM NUMBER 1 TO CONTRACT WITH CENTRAL ALABAMA REGIONAL
PLANNING AND DEVELOPMENT COMMISSION FOR THE HOUSING
REHABILITATION IMPROVEMENTS FOR EASTWOOD VILLA, CDBG PROJECT
NUMBER CY-CM-RR-12-005

The Administrator presented the following memorandum from Community Development Specialist of CARPDC Leslie York:

MEMORANDUM

TO: Mr. Donnie Mims, County Administrator

FROM: Leslie York
Community Development Specialist

DATE: January 31, 2013

RE: CDBG Project No. CY-CM-RR-12-005
Eastwood Villa Housing Rehabilitation
Amendment to CARPDC Agreement

On November 5, 2012, the County approved an agreement with CARPDC to perform administrative services on the above project. Since that time, it is my understanding that the County desires CARPDC to also perform housing inspection services as related to this grant.

Our office has therefore drafted and provided for consideration a Delegation of Authority, similar to a previous one between the County and our Weatherization Department. Also attached herewith is the addendum to our original contract to include necessary inspection services. Steve Till and I would like to brief the Commissioners at the 2/19/2013 meeting regarding this change to our contract. Please accept the attached documents for presentation at that meeting so that it may be voted on at the 3/4/2013 Commission meeting. Thank you for your consideration and please let me know if you have questions.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Delegation of Authority, Addendum to Contract, Email, Administrative Agreement, and Resolution, Agenda Pages 8-2 through 8-22, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED COUNTY LEVIES FOR ALCOHOLIC LICENSING FOR 2013-2014

The Administrator presented the following Memorandum regarding County Levies for Alcoholic Beverages for Fiscal Year 2013-2014:

ALABAMA ALCOHOLIC BEVERAGE CONTROL BOARD

February 11, 2013

MEMORANDUM

TO: All Wet County Commissions

FROM: Summer Childers
Enforcement Division – License Section

SUBJECT: County Levies for Alcoholic Licensing

Sec. 28-3A-4, Code of Alabama, requires the Alcoholic Beverage Control Board to collect all county license fees for all new applications and renewed licenses.

In order for this program to be set up for fiscal year 2013-2014, the attached form must be completed listing all amounts set by your county in column three (3). If your county does not wish to make changes to the fees for a particular license type, please indicate that by writing “no change”.

Limitations of the maximum amount of county fees for the following ten (10) types of licenses have been set.

TYPE	MAXIMUM COUNTY FEE
Retail Beer (On or Off Premises)	\$ 75.00
Retail Beer (Off Premises Only)	\$ 75.00
Retail Table Wine (On or Off Premises)	\$ 75.00
Retail Table Wine (Off Premises Only)	\$ 75.00
Wholesale Beer Only	\$ 275.00
Wholesale Table Wine Only	\$ 275.00
Wholesale Table Wine and Beer	\$ 375.00
Additional Warehouse Wine or Beer or Both	\$ 100.00
Importer	\$ 250.00
Brewpub	\$ 500.00

Please supply us with this information no later than April 12, 2013. This form must be signed by an authorized county official. Please return your completed document to Summer.Childers@abc.alabama.gov or mail to the address above.

Received by: _____

County: _____

End of Memorandum

The following proposed County License Levies were presented by the Administrator to the Commission:

TYPE	COUNTY LICENSE FEE
010 Lounge Retail Liquor - Class I	\$ 300.00
011 Lounge Retail Liquor - Class II (Package)	300.00
020 Restaurant Retail Liquor	300.00
031 Club Liquor - Class I	500.00
032 Club Liquor - Class II	750.00
040 Retail Beer (On or Off Premises)	75.00
050 Retail Beer (Off Premises Only)	75.00
060 Retail Table Wine (On or Off Premises)	75.00
070 Retail Table Wine (Off Premises Only)	75.00
080 Liquor Wholesale	500.00
090 Wholesale Beer Only	275.00
100 Wholesale Table Wine Only - 16.5% or Less	275.00
110 Wholesale Table Wine & Beer Combined	375.00
120 Warehouse License	200.00
130 Additional Warehouse - Wine, Beer or Both	100.00
140 Special Events Retail	150.00
150 Special Retail License - 30 Days or Less	100.00
160 Special Retail - More Than 30 Days	250.00

170	Retail Common Carrier	150.00
200	Manufacturer	500.00
210	Importer	250.00
220	Brewpub	500.00
230	International Motor Speedway	300.00
240	Non-Profit – Tax Exempt	N/A

Mr. Polizos made a motion that the County License Levies, proposed above, be approved for 2013-2014, and that the Administrator be authorized to submit the levies to the Alcoholic Beverage Control Board. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of 2012-2013 County License Levies, Agenda Page 9-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

March 11, 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-2013-69: Alabama Cattlemen’s Association, for “Little Boots” Rodeo - \$1,000; (Ingram-\$500 and Polizos-\$500)

C-2013-70: MANE, Montgomery Area Nontraditional Equestrians, for Providing Safe and Effective Therapeutic Horseback Riding Opportunities to Montgomery Area Children and Adults with Emotional, Physical, Cognitive, and Developmental Disabilities - \$1,000; (Ingram)

C-2013-71: House to House Community Development, Inc., for Rehabilitating the Houses of Low-Income Homeowners in Washington Park Community - \$2,000; (Ingram)

C-2013-72: Council on Substance Abuse-NCADD, for the Community Recovery Support Track (CREST) Program - \$500; (Polizos)

- C-2013-73: Steve Carrier Ministries, for Educational Programs during School Assemblies - \$2,000; (Polizos)
- NC-2013-78: BOE, Brewbaker Intermediate School, for Principal's Discretionary Fund - \$500; (Ingram)
- NC-2013-79: BOE, Wilson Elementary School, for Principal's Discretionary Fund, for Career Day - \$500; (Ingram)
- NC-2013-80: BOE, Sydney Lanier High School, for the Law & Public Safety Academy Summer Program - \$4,000; (Dean-\$1,000, Harris-\$1,000, Ingram-\$1,000 and Polizos-\$1,000)

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-2013-69: Amended Miscellaneous Appropriation, Alabama Cattlemen's Association, for "Little Boots" Rodeo - \$1,000; (Ingram-\$500 and Polizos-\$500)
- NOTE: Commissioner Williams requested to add \$500 of his discretionary money, for a total of \$1,500 appropriated to Alabama Cattlemen's Association, for "Little Boots" Rodeo
- NC-2013-80: Amended Miscellaneous Appropriation, BOE, Sydney Lanier High School, for the Law & Public Safety Academy Summer Program - \$4,000; (Dean-\$1,000, Harris-\$1,000, Ingram-\$1,000 and Polizos-\$1,000)
- NOTE: Commissioner Williams requested to add \$500 of his discretionary money, for a total of \$4,500 appropriated to BOE, Sydney Lanier High School, for the Law & Public Safety Academy Summer Program
- NC-2013-81: BOE, Sidney Lanier High School, for Principal's Discretionary Fund - \$1,000; (Harris)
- NC-2013-82: BOE, Robert E. Lee High School, for Hall of Fame Ceremony – \$2,000; (Polizos)
- NC-2013-83: BOE, Loveless Academic Magnet Program High School (LAMP), for Principal's Discretionary Fund - \$500; (Ingram)

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

COUNTY COMMISSION – APPROVED BID AWARD REGARDING TRANSMISSION SERVICE, BID NUMBER 52110-13B-003

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager
DATE: February 14, 2013
SUBJECT: Invitation to Bid No. 52110-13B-003,
Transmission Service

Request approval of award on the above referenced bid to Alabama Precision Transmission, based on unit pricing of \$59.99, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

Based on past experience that the Sheriff's Office had with Bell's Transmission Service when they had the contract in 2009, Sheriff Marshall requested that their bid, even low, be passed and award be made to the next low bid of Alabama Precision Transmission.

Coordination of award made with Sheriff D.T. Marshall, Sheriff's Office.

Attachment

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. (Copies of Spreadsheet and Attorney Gallion's Opinion, Agenda Pages 11-2 and 11-3, are attached to these Minutes.)

INFORMATION SYSTEMS – APPROVED BID AWARD AND RELATED CONTRACTS REGARDING MAINTENANCE FOR COMPUTER STORAGE HARDWARE AND SOFTWARE, BID NUMBER 51965-13B-001

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

MEMORANDUM

TO: Donald L. Mims, Administrator
FROM: Pat Silas, Purchasing Manager

DATE: February 7, 2013

SUBJECT: Invitation to Bid No. 51965-13B-001,
Maintenance Contract for Computer
Storage Hardware and Software

Request approval of award on the above referenced bid to Alternative Maintenance Solutions (AMS), for the amount of \$75,000.00, be placed on a future agenda for the County Commission meeting. (copy of spread sheet attached)

The low bid of Netraid, LLC did not meet all specifications. Their bid did not include the software maintenance that was specified in the specifications.

This will be a one (1) year contract, with the option to renew for two (2) years, in one year periods. A price increase may be allowed after the first year, but shall not exceed 5% per year.

Coordination of award made with Mr. Lou Ialacci, Director of Information Systems.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Spreadsheet, Memoranda, Maintenance Agreement, and Attorney Gallion's Opinion, Agenda Pages 12-2 through 12-12, are attached to these Minutes.)

DETENTION FACILITY – APPROVED POSITION FILL REQUEST FOR CORRECTIONS
OFFICER TRAINEE/CORRECTIONS OFFICER, POSITION NUMBER 200

The Administrator presented the following memorandum:

March 7, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Request for Detention Facility

During the February 19, 2013 County Commission meeting, the Commission agreed to place a Position Fill Request for Corrections Officer Trainee/Corrections Officer, Position Number 200 on the next agenda for the Detention Facility.

I am requesting approval of this item.

Attachment

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 Position Fill Request, Agenda Page 13-2, is attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED POSITION FILL REQUESTS FOR DEPUTY SHERIFF CORPORAL, POSITION NUMBER 165 AND DEPUTY SHERIFF TRAINEE/DEPUTY SHERIFF, POSITION NUMBER TO BE DETERMINED

The Administrator presented the following memorandum:

January 17, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Position Fill Requests for Sheriff's Office

During the February 19, 2013 County Commission meeting, the Commission agreed to place the following Position Fill Requests on the next agenda for the Sheriff's Office:

- (1) Deputy Sheriff, Corporal – Position Number 165
- (3) Deputy Sheriff Trainee/Deputy Sheriff – Position Number To Be Determined

I am requesting approval of these items.

End of Memorandum

Mr. Ingram made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Position Fill Requests, Agenda Pages 14-2 and 14-3, are attached to these Minutes.)

SUPPORT SERVICES (HOUSEKEEPING) – APPROVED POSITION FILL REQUESTS FOR TWO (2) SERVICE MAINTENANCE WORKER I

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

February 25, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJECT: Service Maintenance Worker I - Housekeeping

Please see attached memo from Pat Silas, Purchasing Manager, requesting to fill two vacancies due to the retirement of George Williams and the transfer of Leon Powell to the Sheriff's Office leaving the staff short.

The moving of Family Court back to Annex I has increased the work load. In addition, the Judges prefer the County Employees to clean their offices during normal business hours.

I was advised to place this item on the next agenda for approval for the March 11, 2013 Commission Meeting. I recommend approval of this request.

If you have any question, please contact me.

Attachment

End of Memorandum

Mr. Williams made a motion to approve the requests. The motion was seconded by Mr. Ingram and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Requests, Agenda Pages 15-2 through 15-4, are attached to these Minutes.)

YOUTH FACILITY – APPROVED POSITION FILL REQUEST FOR JUVENILE DETENTION OFFICER I, POSITION NUMBER 900300018

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 19, 2013

Re: Juvenile Detention Officer Fill Request

We recently promoted Juvenile Detention Officer Ashlee London to fill a Juvenile Probation Officer vacancy. I am requesting approval at the formal session of the March 4th County Commission Meeting to fill the Juvenile Detention Officer vacancy created by this promotion.

Thank you for your consideration!

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 Position Fill Request, Agenda Page 16-2, is attached to these Minutes.)

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. Finance Department	Request Number 2
2. Information Systems	Request Number 2
3. Youth Facility	Request Numbers 10, 11, and 12
4. Risk Management	Request Number 11
5. Appraisal Department	Request Number 9
6. Personnel Department	Request Numbers 3, 4, and 5
7. Community Corrections	Request Numbers 6, 7, and 8
8. District Attorney's Office	Request Numbers 24 and 25

Mr. Williams made a motion to approve the travel/training requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Travel/Training Requests, Agenda Pages 17-1 through 17-15, 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:

DEPARTMENT

BUDGET CHANGE REQUESTS

- | | | |
|----|--------------------------------|------------------|
| 1. | Information Systems Department | Request Number 3 |
| 2. | Probate Judge's Office | Request Number 2 |

Mr. Williams made a motion to approve the budget change requests. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Budget Change Requests, Agenda Pages 18-1 and 18-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED BOARD MEMBER APPOINTMENT TO THE MONTGOMERY CITY/COUNTY PUBLIC LIBRARY BOARD OF TRUSTEES

The Administrator presented the following memorandum from Commissioner Dimitri Polizos:

February 27, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: Dimitri Polizos
County Commissioner, District Three

SUBJECT: Montgomery City/County Public Library Board of Trustees Appointment

Attached is a letter from William Fain regarding his resignation from the Montgomery City/County Public Library Board of Trustees.

Since Mr. Fain was my appointment to the Library Board, I would like to nominate Ham Wilson, Jr., to serve the remainder of Mr. Fain's term, which expires June 1, 2015.

I am asking that the Commission approve this appointment at the next meeting.

End of Memorandum

Mr. Williams made a motion to appoint Ham Wilson to serve the remainder of William Fain's term expiring June 1, 2015. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Board Members' Appointment Page, Agenda Page 19-2 through 19-4, are attached to these Minutes.)

COUNTY COMMISSION – ADOPTED RESOLUTION TO JOIN WITH THE ALABAMA STATE LEGISLATURE IN SUPPORT OF THE INSTALLATION OF A STATUE OF MRS. ROSA PARKS

The Administrator presented the following Resolution:

RESOLUTION

WHEREAS, the exemplary life of Mrs. Rosa Parks is an inspiration and source of pride for all Alabamians; and

WHEREAS, Mrs. Parks has left unparalleled legacies of humanitarianism, courage, and service to the citizens of Alabama; and

WHEREAS, the Montgomery County Commission does hereby applaud and appreciate Mrs. Park's dedication and leadership role in the fight for civil rights for all people; and

WHEREAS, it is both appropriate and desirable that Mrs. Parks be honored in a permanent and formal manner in the Alabama State Capitol Complex,

NOW, THEREFORE, BE IT RESOLVED, that the Montgomery County Commission does hereby join with the Alabama State Legislature in support of the installation of a statue of Mrs. Rosa Parks at an appropriate site within the Alabama State Capitol Complex as a show of gratitude and respect for her courage and leadership during the Civil Rights era.

We hereby certify that the above Resolution was adopted by the Montgomery County Commission on this, the 11th day of March 2013.

End of Resolution

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

COUNTY COMMISSION – APPROVED ABANDONMENT AND RELINQUISHMENT OF UTILITY EASEMENT RELATING TO PURCHASE AN UNDEVELOPED OUTPARCEL AT THE CORNER OF EASTCHASE PARKWAY AND MINNIE BROWN ROAD (IN THE OLD BRUNO'S SHOPPING CENTER). THIS OUTPARCEL IS SHOWN AS "LOT 4" ON THE ATTACHED PLAT. MINNIE BROWN ROAD USED TO RUN THROUGH THIS LOT, BUT IT WAS PARTIALLY VACATED AND RE-ROUTED TO ITS PRESENT CONFIGURATION IN CONNECTION WITH THE DEVELOPMENT OF THIS SHOPPING CENTER

The Administrator requesting approval of Abandonment and Relinquishment of Utility Easement relating to Purchase an undeveloped outparcel at the corner of Eastchase Parkway and Minnie Brown Road (in the old Bruno's Shopping Center). This outparcel is shown as "Lot 4" on the

attached Plat. Minnie Brown Road used to run through this lot, but it was partially vacated and re-routed to its present configuration in connect with the Shopping Center.

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Email and Abandonment, Relinquishment of Utility Easement, and Plat Number 1, Agenda Pages 21-1 through 21-4, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MODIFICATION NUMBER 9 TO
WEATHERIZATION GRANT NUMBER ARRA DOE-028-09

The Administrator presented the following memorandum from Executive Director of CARPDC Greg Clark:

MEMORANDUM

TO: Donnie Mims, Montgomery County Administrator

FROM: Greg Clark, CARPDC Executive Director

DATE: March 8, 2013

SUBJECT: Weatherization Assistance Program (WAP) ARRADOE-028-09
Contract Modification #9 – Waiver of Rules.

CARPDC is requesting that the Montgomery County Commission would grant a waiver of rules at its March 11, 2013 Commission meeting to authorize Chairman Dean to sign the above mentioned modification. The requested waiver will facilitate the processing of this modification of the Weatherization Assistance Program (WAP) ARRADOE-028-09 Contract. The modification will adjust the contract budget to provide more funding to the individual units being weatherized. This will greatly improve the quality of the weatherization effort and enable residential units to be weatherized that would under normal conditions be passed over.

As you know, there is only a 60 day window to complete this contract. The sooner the modification is processed the sooner CARPDC can implement the program changes. If you have any questions let me know. As always, I thank you for your assistance in this matter.

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Letter and Modification to 2009 Weatherization Grant Agreement, Agenda Pages 22-2 through 22-6, are attached to these Minutes.)

SHERIFF'S OFFICE – APPROVED RATIFICATION OF GRANT APPLICATION TO THE ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS AND RELATED RESOLUTION REGARDING THE MONTGOMERY COUNTY SHERIFF'S OFFICE FINGERPRINT ENHANCEMENT PROGRAM

The Administrator presented the following memorandum from Chief Deputy Derrick Cunningham:

February 25, 2013

MEMORANDUM

TO: Mr. Donnie Mims
County Administrator

FROM: Chief Deputy Derrick Cunningham
Montgomery County Sheriff's Office

SUBJECT: Proposed ADECA Grant
Fingerprints

Last week, I received notice from ADECA concerning funding of another Fingerprint-10 Printer grant.

This grant pays 75% with a 25% match. We are in the process of filling out the grant paperwork which is due back to ADECA by March 1, 2013. We are not requesting any funding. We are going to pay the matching money, but we are requesting that the grant be processed and signed off on by Mr. Dean. I will have grant to you today for signature.

This is just the application process, there is no guarantee we will receive the grant. I know this is short notice, but in the grant market, all you get is short notice in processing these applications.

End of Memorandum

Mr. Polizos made a motion to approve ratification of grant application. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Grant Application and Resolution, Agenda Pages 23-2 through 23-16, are attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT AND RELATED RESOLUTION FOR RESURFACING CR-12 (HICKORY GROVE ROAD) FROM CR-19 (PETTUS ROAD) TO CR-48 (BOYD SPRINGS ROAD) PROJECT NUMBER STPNU – 5100 (204), MCP 51-68-12, CPMS REF# 100058155

The Administrator presented the following memorandum from County Engineer George C. Speake:

February 28, 2013

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: George C. Speake
County Engineer

SUBJECT: Approval of Agreement for Resurfacing CR-12 (Hickory Grove Road)
From CR-19 (Pettus Road) to CR-48 (Boyd Springs Road)
Project No. STPNU-5100 (204), MCP 51-68-12, CPMS Ref # 100058155

Please place on the agenda of the next regular meeting of the Montgomery County Commission approval of attached agreement between the Alabama Department of Transportation (ALDOT) and Montgomery County concerning funding for Project No. STPNU-5100 (204), MCP 51-68-12, CPMS Ref # 100058155, resurfacing CR-12 (Hickory Grove Road) from CR-19 (Pettus Road) to CR-48 (Boyd Springs Road).

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

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the requests. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copies of Letter, Agreement, Resolution, Exhibit M, and Exhibit N, Agenda Pages 24-2 through 24-8, are attached to these Minutes.)

SUPPORT SERVICES – APPROVED POSITION FILL REQUEST FOR MAIL ROOM AND STORES CLERK, POSITION NUMBER 260775003

The Administrator presented the following memorandum from Deputy Administrator John A. Mitchell, Sr.:

March 1, 2013

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator

SUBJCET: Position Fill for Mail Room and Stores

Please see attached memo from Pat Silas, Purchasing Manager, indicating James Harris, who is currently a grounds keeper in the Service Maintenance Pay Plan, has been helping in the mail room and demonstrated the ability to perform the duties of the Mail Room and Stores Clerk position.

This Position Fill Request was approved by the Commission on December 17, 2012. Once the approval was granted an upgrade fill request was submitted to personnel, however it was denied. We have since provided the correct documentation to proceed to fill the vacancy for the Mail Room and Stores Clerk.

Due to length of time we are asking if the Commission would waive rules and approve this Position Fill Request.

Hopefully you will look favorably upon filling this position. I will be discussing this matter during the Working Session meeting on March 11, 2013.

Attachment

End of Memorandum

Mr. Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copies of Memorandum and Position Fill Request, Agenda Pages 25-2 and 25-3, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SUPPORT FOR A BILL 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 presented the following memorandum from Crosby Drinkard Group, LLC:

March 8, 2013

MEMORANDUM

TO: Chairman Elton Dean

CC: All Montgomery County Commissioners

FROM: Crosby Drinkard Group

RE: Proposed Legislation for 2013

Following is the list and status of the 2013 proposed legislation being considered by the Montgomery County Commission.

... Retirement Bill --- Bill has been drafted and approved by RSA. It does not have to be advertised prior to being voted on by Montgomery County voters. However, it does require approval from the Commission to proceed to Montgomery County Legislative Delegation.

... Probate/Revenue Bill --- Bill is ready and agreed upon in writing by both parties. This bill does need to be advertised and is ready to proceed.

... Airport Authority Board --- Bill has been advertised and is ready to proceed to Montgomery County Legislative Delegation.

... Process Paper Service Fee --- Bill has been advertised and is ready to proceed to Montgomery County Legislative Delegation. Note: If changes are made by Commission these changes may dictate re-advertising depending on the significance of the changes.

The last day of the 2013 Legislative session is scheduled for May 20th unless we move to three (3) day sessions, as we had last week. That means we will need these bills back from advertisement no later than April 23rd.

End of Memorandum

Mr. Polizos made a motion to approve the Support for a Bill 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 motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of a Bill to be Entitled an Act, Agenda Page 26-2, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SUPPORT FOR A BILL RELATING TO ANY CLASS 3 MUNICIPALITY ORGANIZED UNDER ACT 618, 1973 REGULAR SESSION (ACTS 1973, P. 879); TO FURTHER PROVIDE FOR THE MEMBERSHIP OF ANY AIRPORT AUTHORITY ESTABLISHED BY THE CITY

The Administrator presented the following memorandum from Crosby Drinkard Group, LLC:

March 8, 2013

MEMORANDUM

TO: Chairman Elton Dean
CC: All Montgomery County Commissioners
FROM: Crosby Drinkard Group

RE: Proposed Legislation for 2013

Following is the list and status of the 2013 proposed legislation being considered by the Montgomery County Commission.

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... Probate/Revenue Bill --- Bill is ready and agreed upon in writing by both parties. This bill does need to be advertised and is ready to proceed.

... Airport Authority Board --- Bill has been advertised and is ready to proceed to Montgomery County Legislative Delegation.

... Process Paper Service Fee --- Bill has been advertised and is ready to proceed to Montgomery County Legislative Delegation. Note: If changes are made by Commission these changes may dictate re-advertising depending on the significance of the changes.

The last day of the 2013 Legislative session is scheduled for May 20th unless we move to three (3) day sessions, as we had last week. That means we will need these bills back from advertisement no later than April 23rd.

End of Memorandum

Mr. Polizos made a motion to approve the Support for a Bill Relating to any Class 3 Municipality Organized under Act 618, 1973 Regular Session (Acts 1973, P. 879); to Further Provide for the Membership of any Airport Authority Established by the City. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of a Bill to be Entitled an Act, Agenda Pages 27-2 and 27-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SUPPORT FOR A BILL 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 IN ITS ENTIRETY IS TO BE USED FOR GENERAL COUNTY PURPOSES AND TO BE DEPOSITED IN THE COUNTY GENERAL FUND

The Administrator presented the following memorandum from Crosby Drinkard Group, LLC:

March 8, 2013

MEMORANDUM

TO: Chairman Elton Dean

CC: All Montgomery County Commissioners

FROM: Crosby Drinkard Group

RE: Proposed Legislation for 2013

Following is the list and status of the 2013 proposed legislation being considered by the Montgomery County Commission.

... Retirement Bill --- Bill has been drafted and approved by RSA. It does not have to be advertised prior to being voted on by Montgomery County voters. However, it does require approval from the Commission to proceed to Montgomery County Legislative Delegation.

... Probate/Revenue Bill --- Bill is ready and agreed upon in writing by both parties. This bill does need to be advertised and is ready to proceed.

... Airport Authority Board --- Bill has been advertised and is ready to proceed to Montgomery County Legislative Delegation.

... Process Paper Service Fee --- Bill has been advertised and is ready to proceed to Montgomery County Legislative Delegation. Note: If changes are made by Commission these changes may dictate re-advertising depending on the significance of the changes.

The last day of the 2013 Legislative session is scheduled for May 20th unless we move to three (3) day sessions, as we had last week. That means we will need these bills back from advertisement no later than April 23rd.

End of Memorandum

Mr. Ingram made a motion to approve the Support for a Bill 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 in its Entirety is to be used for General County Purposes and to be Deposited in the County General Fund. The motion was seconded by Vice Chairman Harris and unanimously approved by the Commission. (Copy of a Bill to be Entitled an Act, Agenda Pages 28-2 and 28-3, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED SHAKENDA DARRINGTON TO PARTICIPATE IN THE 2013 LEADERSHIP MONTGOMERY TORCHBEARERS CLASS AND FOR THE COUNTY TO PAY THE CLASS TUITION

The Administrator requested approval for Shakenda Darrington to participate in the 2013 Leadership Montgomery Torchbearers Class and for the County to pay the class tuition.

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Torchbearers Application, Agenda Pages 29-1 and 29-2, is attached to these Minutes.)

Mr. Ingram wanted to know if the County could recoup some of the expense from the City of Montgomery and Chief Information and Technology Officer of Information Systems Lou Ialacci answered that Shakenda is a County employee, so the City of Montgomery could not help pay for the class.

COMMENTS BY COMMISSIONERS AND ATTENDEES

Commissioner Ingram told the audience good morning and stated that the Southeastern Rodeo held at Garrett Coliseum this past weekend was great. He added that the work being done on Garrett Coliseum is coming along well and that the work is being supported by the Chairman, the Mayor and the State.

Commissioner Williams told the audience good morning. He said that he, along with Vice Chairman Harris and Deputy John Mitchell were in Washington D.C., last week, for the NACO Conference. He added that while they were there, the city was shut down due to snow and that he was glad to be home.

Commissioner Polizos said good morning and that he was glad to see a good crowd at today's meeting. He told them to enjoy the weather and that he would see them in a week or two.

Chairman Dean told the audience good morning and that it is great to see the smiles on everyone's faces because that helps motivate the Commission.

Vice Chairman Harris wished everyone a good morning and informed them that Commissioner Williams was correct in that the City of Washington D.C. was completely shut down for the forecasted snow but there was not one flake of snow. He added that the snow was actually around 15-20 miles west of the city. He said the NACO Conference was a great experience and that he visited with our congressional delegation. He stated that House Representatives Mike Rogers, Terri Sewell, Martha Roby and Senators Shelby and Sessions are all working hard for Montgomery County citizens. He told everyone that it's going to rain today and to stay dry. He said that he would see them all in a week.

County Administrator Mims informed everyone that the next meeting will be held next Monday on March 18th.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

COMMENTS FROM MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commission on upcoming events, noting the Montgomery Area Mental Health Annual Meeting and Grand Opening, the AUM Business Breakfast and the Elected Officials Breakfast.

DISCUSSION BY THE COMMISSION

Commissioner Williams expressed his support for a Groundskeeper position at the Youth Facility.

Chairman Dean discussed the Lagos del Sol subdivision. Attorney Gallion stated that the subdivision is a health hazard. Administrator Mims stated that he would meet with City Planner Robert Smith to discuss any options the City may have, in order to help the residents of the subdivision.

Commissioner Williams requested a \$500 miscellaneous appropriation from his account to the Alabama Cooperative Extension Service

ADJOURNMENT

Commissioner Polizos made a motion to adjourn the meeting of the Montgomery County Commission on March 11, 2013, at 10:17 a.m. The motion was seconded by Commissioner Ingram and unanimously approved by the Commission.

03-11-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 02-22-13

Check Number	To	Check Number
233253		233298
Total Checks Paid		\$1,104,062.51

**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 02-22-13

Check Number	To	Check Number
233299		233388
Total Checks Paid		\$267,599.41

**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 03-01-13

Check Number	To	Check Number
233389		233455
Total Checks Paid		\$107,179.40

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

03-11-13 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 03-01-13

Check Number	To	Check Number
233456		233549
Total Checks Paid		\$457,695.81

**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
02/22/13

Payroll Check Number	115272	To	Payroll Check Number	115481	\$ 81,038.42
Direct Deposits					\$ 754,989.01
Payroll Check Number	115482	To	Payroll Check Number	115505	\$ 244,744.85
Direct Deposits					\$ 320,387.12
Federal Deposits					\$ 306,515.54
Total Payroll Paid					\$ 1,707,674.94

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

MONTGOMERY COUNTY COMMISSION

**THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID**

**CHECKS ARE DATED
03/08/13**

Payroll Check Number	115506	To	Payroll Check Number	115617	\$ 82,930.81
Direct Deposits					\$ 777,024.57
Payroll Check Number	115618	To	Payroll Check Number	115641	\$ 246,691.27
Direct Deposits					\$ 319,426.62
Federal Deposits					\$ 317,002.18
Total Payroll Paid					\$ 1,743,075.45

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

1 147165-2 : n : 02/05/2013 : LLR / tan LRS2013-81R1
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3
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7

8 SYNOPSIS: This bill would propose an amendment to
9 Amendment No. 852 to the Constitution of Alabama of
10 1901, now appearing as Section 6.70, Local
11 Amendments, Montgomery County, Official
12 Recompilation of the Constitution of Alabama of
13 1901, as amended, to allow the County Commissioners
14 of Montgomery County to participate in the
15 Employees' Retirement System and to provide for a
16 retroactive effect.
17

18 A BILL

19 TO BE ENTITLED

20 AN ACT
21

22 Proposing an amendment to Amendment No. 852 to the
23 Constitution of Alabama of 1901, now appearing as Section
24 6.70, Local Amendments, Montgomery County, Official
25 Recompilation of the Constitution of Alabama of 1901, as
26 amended, to allow the County Commissioners of Montgomery

1 County to participate in the Employees' Retirement System and
2 to provide for a retroactive effect.

3 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

4 Section 1. The following amendment to Amendment No.
5 852 to the Constitution of Alabama of 1901, now appearing as
6 Section 6.70, Local Amendments, Montgomery County, Official
7 Recompilation of the Constitution of Alabama of 1901, as
8 amended, is proposed and shall become valid as a part of the
9 Constitution when all requirements of this act are fulfilled:

10 PROPOSED AMENDMENT

11 Amendment No. 852 of the Constitution of Alabama of
12 1901, now appearing as Section 6.70, Local Amendments,
13 Montgomery County, Official Recompilation of the Constitution
14 of Alabama of 1901, as amended, is amended to read as follows:

15 "Amendment No. 852.

16 "No elected or appointed Revenue Commissioner in
17 Montgomery County may assume a supernumerary office after the
18 effective date of this amendment. Any person who, on the
19 effective date of this amendment, is entitled to participate
20 in a supernumerary program may continue to participate in that
21 supernumerary program, which shall include the assumption of a
22 supernumerary office according to the terms and conditions of
23 the law which established that supernumerary program. The
24 members of the Montgomery County Commission and the Revenue
25 Commissioner of Montgomery County may participate in the
26 Employees' Retirement System of Alabama upon the same terms
27 and conditions as may be specified by law for any other

1 employee in the same retirement system. The members of the
2 Montgomery County Commission and the Montgomery County Revenue
3 Commissioner holding office at the time of the ratification of
4 this amendment shall be eligible to purchase service credit in
5 the Employees' Retirement System for the time the official has
6 served in the current office; provided, however, the official
7 shall forego the assumption of a supernumerary office. This
8 amendment does not include ~~a county commissioner~~, a judge,
9 district attorney, legislator, school board member, or any
10 official elected from a judicial circuit."

11 Section 2. An election upon the proposed amendment
12 shall be held in accordance with Amendment 555 to the
13 Constitution of Alabama of 1901, now appearing as Section
14 284.01 of the Official Recompile of the Constitution of
15 Alabama of 1901, as amended, and the election laws of this
16 state.

17 Section 3. The appropriate election official shall
18 assign a ballot number for the proposed constitutional
19 amendment on the election ballot and shall set forth the
20 following description of the substance or subject matter of
21 the proposed constitutional amendment:

22 "Relating to Montgomery County, proposing an
23 amendment to Amendment No. 852 to the Constitution of Alabama
24 of 1901, now appearing as Section 6.70, Local Amendments,
25 Montgomery County, Official Recompile of the Constitution
26 of Alabama of 1901, as amended, to allow the members of the

1 Montgomery County Commission to participate in the Employees'
2 Retirement System.

3 "Proposed by Act _____."

4 This description shall be followed by the following
5 language:

6 "Yes () No ()."

Pike Road Volunteer
Fire Protection Authority

Members:

Term Expires:

Jack Jackson
53 Avenue of the Waters
P.O. Box 640307
Pike Road, AL 36064
Home: 239-7716 Cell: 300-1690
Fax: 239-7718
Ljack9@knology.net

3/1/2017



Ty L. Glassford
1012 Merrywood Drive
Pike Road, AL 36064
Home: 277-6334 Work: 271-4000

3/1/2013

Jane James
1864 Flowers Road
Mathews, AL 36052-3003
Home: 272-1734

3/1/2015

Cc: Attorney Philip H. Butler (261-4211)
Bradley Arant Firm
Montgomery, AL

Attorney Ted Jackson (206-3100)
Rushton, Stakely Firm
Montgomery, AL

Pike Road Volunteer Fire Protection Authority
P.O. Box 640099
Pike Road, AL 36064

Term: 6 years

Pilgrim-Providence Water
And Fire Protection Authority

Members:

Term Expires:



David Livingston
13715 Old Pike Road
Mathews, AL 36052

(Place 1)

3/1/2013

Richard H. Phelps
2828 Greenwood Drive
Mathews, AL 36052

(Place 2)

3/1/2015

Ellen Keel
19996 Old Pike Road
Fitzpatrick, AL 36029
Home: (334) 584-9267

(Place 3)

3/1/2017

Copy of Appt. letters to:

John F. Andrews
Capell, Howard, Knabe & Cobbs P.A.
P.O. Box 2069
Montgomery, AL 36197

Ronald D. Wyatt, Area Director
United State Department of Agriculture
205 West Adams Street
Dothan, Alabama 36303

Pilgrim-Providence Water and Fire Protection Authority
P.O. Box 143
Ramer, AL 36069

Term: 6 years

Pine Level Water Authority

Members:

Term Expires:

Tommy O. Sikes (Chairman)
25882 Troy Highway
Grady, AL 36036
Home: 584-7621
Work: 584-7016

3/1/2015

Flora Merritt
13268 County Road 1101
Goshen, AL 36035
(Appt. by Pike County)

3/1/2017



Charles Parker
17107 Meriwether Trail
Grady, AL 36036
Home: 334-584-7133

3/1/2013

Win Broadway (Vice President)
59 Broadway Trail
Ramer, AL 36069

3/1/2014

Charles "Trey" Trussell, III
231 Patsaliga Lane
Grady, AL 36036

3/1/2018

cc: Chairman Sikes

Maintenance: Mr. Ryals, Dist. III, Engineering Dept.

Term: 6 years

Pintlala Water & Fire Protection Authority

Members:

Term Expires:

L. E. Ward
2710 Pettus Road
Hope Hull, AL 36043

3/1/2017



Cecil Brendle
308 Pettus Road
Hope Hull, AL 36043
Phone: 281-4282

3/1/2013

Wayne G. Hatcher
195 Lamar Road
Hope Hull, AL 36043
Phone: 281-4180

3/1/2015

Cc: Chairman (Brendle)
Maintenance: Fran Pugh, 288-5054)

Term: 6 years

Sellers Station Water and Fire Protection Authority

Members:

Term Expires:



Robert Guy
2632 Brady Road
Letohatchee, AL 36047
Phone: 288-3203

3/1/2013

Moses M. Sellers
815 West Hickory Grove Road
Lapine, AL 36046
Phone: 288-4626 or 288-0696

3/1/2017

Dan Singleton
22862 US Highway 331
Lapine, AL 36046
Phone: 334-562-3890

3/1/2015

CC: President Guy
Maintenance: Moses M. Sellers, 288-4626

Term: 6 years

ELTON N. DEAN, SR.
CHAIRMAN

DANIEL HARRIS, JR.
VICE CHAIRMAN

REED INGRAM
DIMITRI POLIZOS
JILES WILLIAMS, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

DONALD L. MIMS, CPA, MPA
ADMINISTRATOR
JOHN A. MITCHELL, SR.
DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

MAR 11 2013

February 27, 2013

MEMORANDUM

TO: Thomas T. Gallion, III
County Attorney

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Amendment Number 1 to Contract with Intergraph Services Company (ISC)

Attached is a memorandum from Chief Appraiser Clay Henley and Amendment 1 to 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.

Please review the attached documents and issue your opinion by 5:00 p.m., Tuesday, March 5, 2013, as to whether the Amendment is acceptable.

As always, thank you for your assistance.

DLM/tn

Attachments



February 1st, 2013

Montgomery County Commission
101 South Lawrence ST
Montgomery, AL 36104

Reference: ISC-Montgomery County Professional Services Contract 2011-004

Subject: Amendment 1

This Amendment 1 is issued for the above referenced contract to incorporate the deletions and additions noted below.

Purpose of Modification

Based on technical discussions between ISC and representatives of Montgomery County, Contract Amendment 1 is necessary to clarify the nature and scope of the technical activities (Contract "Attachment A"), and to provide the final working project schedule (Contract "Attachment B").

Contract additions/revisions are noted below:

Pages 3-5:

DELETE:

ATTACHMENT A SCOPE OF WORK

ADOR-Required features:

- Transportation
 - Paved Centerlines
 - Paved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - Edge of Pavement (paved road)

- ISC will collect edge of pavement per ADOR specifications (roads leading to 2 or more residences; private drives and park/cemetery paths do not qualify).
 - Where the county has a centerline but no paved edge, ISC will add the paved edge. If the existing centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, edges of pavement will not be added.
 - Unpaved Centerlines
 - Unpaved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - Traveled Path (unpaved road)
 - ISC will collect traveled path per ADOR specifications (roads leading to 2 or more residences; logging trails, ungraded roads, & ATV trails do not qualify).
 - Bridges
 - ISC will add/update all bridges per ADOR specifications
 - Railroads
 - ISC will add/update all railroad lines, spurs, and extensions per ADOR specifications.
- Note: ISC will not*
- Hydrography
 - Linear streams
 - ISC will update all linear streams per ADOR specifications
 - Area streams
 - ISC will update all area streams (double line) per ADOR specifications
 - Linear River
 - Feature does not exist – will not be created or updated.
 - Area River
 - ISC will update all area rivers (double line rivers) per ADOR specifications
 - Linear Ditch
 - ISC will update all linear ditch features per ADOR specifications (this includes only major ditches used for irrigation or draining).
 - Area Ditch

- ISC will update all area ditch features (double line ditch) per ADOR specifications (this includes only major ditches used for irrigation or draining).
 - Dams
 - ISC will update all major dams per ADOR specifications.
 - Lakes
 - ISC will update all lakes to match imagery. ISC will not migrate features from lake to pond based on size.
 - Ponds
 - ISC will update all ponds to match imagery. ISC will not migrate features from pond to lake based on size.
 - Swamps
 - ISC will update all swamps per ADOR specifications and current state of county's data.
- Cultural
 - Building Footprint
 - ISC will add/remove/modify all building footprints per ADOR specifications.
 - ISC will add two new attributes to the "buildings" feature class and update accordingly during production.
 - IS_NEW (value of True or False)
 - IS_MODIFIED (value of True or False)
 - ISC will retain all "deleted" buildings in a separate feature class for county review
 - ISC will migrate existing "buildings" to "buildings_in_ruin" if imagery supports
 - ISC will migrate existing "buildings_under_construction" to "buildings" if imagery supports
 - ISC will collect "buildings_under_construction" as a separate feature class from "buildings"
 - Communication Tower
 - ISC will collect all towers used for communication per ADOR specifications (e.g. radio towers, cell towers, microwave towers) as a single point feature class
 - Power Pylon
 - ISC will collect all major power transmission pylons per ADOR specifications (e.g. major cross country pylons) as a single point feature class residing in the center of the base of a pylon.
 - Quarries
 - ISC will update/collect the area outline of all quarries.

- (1) ***Special Note:** ISC will retain (if county desires) all current breakout of "hidden" feature classes. ISC will not collect any new or updated features in the "hidden" feature classes, but instead will collect them in the non-hidden version of that feature.*

ADD:

ATTACHMENT A

SCOPE OF WORK

ADOR-Required features:

- Transportation
 - Road Centerlines
 - New Road Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - Centerlines will be maintained in the same feature class – no distinction will be made between paved and unpaved.
 - Centerlines will maintain the City of Montgomery attribution scheme. This is consistent with E911 schemas. Extra columns may be added by ISC for use by the County or the City.
 - Centerlines collected by the City or the County that do not meet accuracy requirements (platted, GPS source, other sources) will be left 'as-is.'
 - City of Montgomery Road Centerlines will be used as the primary source for data update.
 - County centerlines that do not meet ADOR specifications (example: driveways) will be retained in a separate feature class. This separate class will contain all of the County's original centerline data.
 - Edge of Pavement (paved road)
 - ISC will collect/update edge of pavement per ADOR specifications (roads leading to 2 or more residences; private drives and park/cemetery paths do not qualify) to fog-line or traveled path.
 - Edge of Pavement updates will not include roadside parking.
 - Where the county has a centerline but no paved edge, ISC will add the paved edge. If the existing centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, edges of pavement will not be added.
 - Traveled Path (unpaved road)

- ISC will collect Traveled Path per ADOR specifications (roads leading to 2 or more residences; logging trails, ungraded roads, & ATV trails do not qualify).
 - Where the County has delineated a centerline, but no unpaved road edge, ISC will add the unpaved edge. If the existing County centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, unpaved road edges will not be added.
 - Bridges
 - ISC will add/update all bridges per ADOR specifications
 - Railroads
 - ISC will add/update all railroad lines, spurs, and extensions per ADOR specifications.
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 - Linear streams
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 - ISC will update all major dams per ADOR specifications.
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 - ISC will update all lakes to match imagery. ISC will not migrate features from lake to pond based on size.
 - Ponds
 - ISC will update all ponds to match imagery. ISC will not migrate features from pond to lake based on size.
 - Swamps

- ISC will update all swamps per ADOR specifications and current state of county's data.
- Cultural
 - Building Footprint
 - ISC will add/remove/modify all building footprints per ADOR specifications.
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 - ISC will migrate existing "buildings" to "buildings_in_ruin" if imagery supports
 - ISC will migrate existing "buildings_under_construction" to "buildings" if imagery supports
 - ISC will collect "buildings_under_construction" as a separate feature class from "buildings"
 - Communication Tower
 - ISC will collect all towers used for communication per ADOR specifications (e.g. radio towers, cell towers, microwave towers) as a single point feature class
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 - ISC will collect all major power transmission pylons per ADOR specifications (e.g. major cross country pylons) as a single point feature class residing in the center of the base of a pylon.
 - Quarries
 - ISC will update/collect the area outline of all quarries.

(2) *Special Note:* *ISC will retain (if county desires) all current breakout of "hidden" feature classes. ISC will not collect any new or updated features in the "hidden" feature classes, but instead will collect them in the non-hidden version of that feature.*

Page 6:

DELETE:

**ATTACHMENT B
PROJECT SCHEDULE**

The following is the Project Schedule. It contains the scheduled starting and ending dates for the major categories of services.

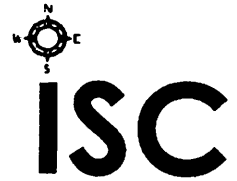
	<u>Milestones</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	To Be Resolved
3. Compilation (Planimetric) (RoI)	Upon Receipt of Imagery
4. Submission of Contract Deliverables	16 Weeks after RoI
5. County Data Review	Upon Delivery to County
6. Final Delivery/Contract Completion	30 Days following Delivery

ADD:

**ATTACHMENT B
PROJECT SCHEDULE**

The following is the Project Schedule. It contains the scheduled starting or ending dates for the major categories of services.

<u>Milestone</u>	<u>Date</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	10/18/2012
3. Compilation (Planimetric)	Upon Receipt of Data (11/29/2012)
4. Submission of Contract Deliverables	20 Weeks after Receipt of Data (4/19/2013)
5. County Data Review	Upon Delivery to County (start 4/22/2013)
6. Final Delivery/Contract Completion	30 Days following Delivery (5/22/2013)



Except as provided herein, all other terms and conditions of the original contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written below.

Montgomery County Commission

Intergraph Services Company (ISC)

BY: _____

BY: _____

TITLE: _____

TITLE: Business Manager

ATTEST:

WITNESS:

DATE: _____

DATE: February 1, 2013



December 11th, 2012

Mr. Elton N. Dean, SR
Chairman
Montgomery County Commission
101 S. Lawrence ST
Montgomery, AL 36104

Dear Mr. Dean,

ISC is pleased to finally be in receipt of all necessary data to begin our update of Montgomery County's planimetric features (GIS dataset). As the contract was signed some time ago, there has since been technical discussion between ISC and the County, especially clarifying our approach to updating the Transportation features. In addition, the project schedule should be adjusted to reflect accurate dates/milestones. As such, we have made proposed changes to our Contract with you – these are marked in "redline mode." The proposed changes are found here:

- Attachment A – *Scope of Work* (Transportation features) – pages 3 and 4
- Attachment B – *Project Schedule* – page 7
- Approval Page (sign-off on these changes) – page 16 **Page 15 as numbered**

There are no changes beyond these just mentioned.

Thank you for your consideration of this updated version. Please indicate your concurrence by returning the signed Approval Page (page 16) at your convenience.

Sincerely,

Keith Frost
Business Manager

RED LINED CONTRACTUAL AGREEMENT
PRESENTED WITH AMENDMENT 1



CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT, is made this *1st* day of *December, 2011*, by and between the County of Montgomery, Alabama hereinafter referred to as the "County", and Intergraph Services Company (ISC), a subsidiary of Intergraph Government Solutions (IGS), whose principal office is at 170 Graphics Drive IW1503 Madison, Alabama 35758, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the County desires to engage the Contractor to render certain professional services and deliver certain materials hereinafter described; and

WHEREAS, the Contractor represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the County according to the attached **Scope of Work** and the terms of this Contractual Agreement; it is therefore agreed and understood that;

The purpose of this project is to provide Montgomery County with up-to-date, accurate GIS Base Mapping Layers. The planimetric map features will be collected from digital aerial orthophotography acquired by the County in 2012. The County shall provide a copy of this imagery to the Contractor for execution of this project.

The agreed upon price to be paid to the Contractor for the project is: **\$131,800.00**

The stated contract price is inclusive of the Product and Services outlined in Attachment A - Scope of Work under paragraph 1.

This project is to be conducted as described in the provisions herein.

The project is to be initiated upon receipt of written authorization to proceed, and will consist of the following basic steps:

1. Compilation (Planimetric)
2. Generation of updated GIS Base Map Layers
3. Submission of Contract Deliverables

Attachment A: Scope of Work

Attachment B: Project Schedule

Attachment C: Payment Terms

Attachment D: General Terms and Conditions

CONTRACT 2011-004



References:

DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS. GIS/COMPUTER ASSISTED PROPERTY TAX MAPPING AND AERIAL PHOTOGRAPHY – ADV-25. This document supersedes the SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS AERIAL PHOTOGRAPHY AND COMPUTER ASSISTED MAPPING, DATED June 1, 1994 edition.

ATTACHMENT A SCOPE OF WORK

ADOR-Required features:

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- Hydrography

CONTRACT 2011-004



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 - Communication Tower

CONTRACT 2011-004



- ISC will collect all towers used for communication per ADOR specifications (e.g. radio towers, cell towers, microwave towers) as a single point feature class
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- Quarries
 - ISC will update/collect the area outline of all quarries.

(1) ***Special Note:*** *ISC will retain (if county desires) all current breakout of "hidden" feature classes. ISC will not collect any new or updated features in the "hidden" feature classes, but instead will collect them in the non-hidden version of that feature.*

2. TECHNICAL REQUIREMENTS:

The DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS, GIS/COMPUTER ASSISTED PROPERTY TAX MAPPING AND AERIAL PHOTOGRAPHY – ADV-25 provides specific authoritative requirements, specifications and guidelines for planimetric mapping, which will serve to guide this effort, specifically:

The development of GIS Base Mapping Layers set forth in paragraph 3: AERIAL PHOTOGRAPHY – DIGITAL IMAGERY. Planimetric features further identified in paragraph 3.9.7. (1) through (14) are considered mandatory by the ADOR. Optional layers for LiDAR and contours are also identified (but are beyond the scope of this Contract). In order to maintain consistency in the production and delivery of GIS Base Mapping Layers between respective Counties, the ADOR has set forth paragraph 4: PLANIMETRIC MAPPING GUIDELINES. These guidelines identify specific features and methods for planimetric collection. These guidelines will be used for updating Montgomery County's Base Mapping Layers.

CONTRACT DELIVERABLES:

At the conclusion of this Project, and as a condition of its completion, Contractor shall deliver to the Montgomery County Revenue Commissioner the following products and information where applicable:

- Planimetric File (features listed in section 1 above) for incorporation into the county's existing Planimetric Database.

CONTRACT 2011-004



**ATTACHMENT B
PROJECT SCHEDULE**

The following is the Project Schedule. It contains the scheduled starting and ending dates for the major categories of services.

	<u>Milestones</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	10/18/2012
3. Compilation (Planimetric)	Upon Receipt of Data (11/29/12)
4. Submission of Contract Deliverables	20 Weeks after Receipt of Data (4/19/2013)
5. County Data Review	Upon Delivery to County (start 4/22/2013)
6. Final Delivery/Contract Completion	30 Days following Delivery (5/22/2013)

CONTRACT 2011-004



ATTACHMENT C PAYMENT TERMS

1. PRICE

The FIRM FIXED PRICE for the Work described in Attachment A - Scope of Work, is **One Hundred Thirty-One Thousand, Eight Hundred Dollars (\$131,800)** excluding any sales, use, value added or similar taxes.

Updated Planimetric Mapping

\$131,800.00

Procurement of Optional Service Items: The County may procure additional services not listed at any time during the contract period. The procurement of additional services authorized by the County may be made through modification of the base contract.

2. LIMITATION OF EXPENDITURE

County shall not be obliged under this agreement to reimburse Contractor in excess of the firm fixed price noted above. However, should the County request work beyond the scope of services outlined herein, the Contractor will provide the County with a revised Scope of Work and estimate of cost for additional requested services. The Contractor will proceed with additional work only upon receipt of written authorization from the County.

3. BILLING

The Contractor may secure payment for a percentage complete on a monthly work-in-progress basis, or for the full amount of monies allocated to tasks under each Phase by submitting to the county the following:

- a. All deliverable items or evidence of work-in-progress representing that percentage or the full amount of work for which the Contractor is claiming payment.
- b. Dated invoice showing the amount of the claimed payment with a brief description of the work performed for each amount being claimed. Invoices may be submitted on a monthly basis.

3. PAYMENT

The County will make prompt payments to the Contractor following receipt of the items described in Attachments A and B, above, subject to the following:

- a. Formal acceptance by the County as complete, satisfactory and meeting applicable specifications of deliverable items, or evidence of work in progress, representing that percentage of the full amount required to substantiate the claimed payment.
- b. Ten percent (10%) of each billing will be withheld by the County as retainage until completion of the contract and deliverables formally accepted by the County as complete, satisfactory, and meeting all applicable specifications.

CONTRACT 2011-004



- c. The County shall pay within sixty (30) days of receipt all payment claims submitted by the Contractor. All payment claims not paid within sixty (60) days or disputed by the County may be considered overdue and shall bear a monthly charge of 1% on the unpaid amount until paid. The County shall not use the dispute of one payment claim as a reason for disputing or not paying on time any other payment claim, unless the disputed claim materially affects the usability of any other part or phase of the work contemplated by this Contractual Agreement.

ATTACHMENT D
GENERAL TERMS AND CONDITIONS

1. CONTRACTOR:

- a. The Contractor is and shall at all times be an Independent Contractor to the County during performance under this Contract, and shall at no time be considered an agent or partner of the County.
- b. All work conducted shall be performed by US citizens and within the boundaries of the United States. Under no circumstances shall it be permitted to send any data associated with the contract to destinations outside of this country.

2. SOURCE MATERIALS:

- a. Within seven (7) calendar days of contract signing, the County will provide the Contractor with the Source materials requested and set out in the Contractor's Proposal. The Contractor will acknowledge in writing within fourteen (14) calendar days receipt of all Source materials provided by the County. Should the Contractor determine there is relevant information missing from the source materials provided, Contractor will bring this to the attention of the County.
- b. The accuracy of the data contained in the source materials - including the orthoimagery and the existing planimetric data - is the responsibility of the County. Should the Contractor discover that the County-supplied data contains inaccuracies which must be corrected or otherwise remedied before work can proceed on the planimetric update, the Contractor will bring this to County's attention and request direction. Upon receipt of the Contractor's notice of discrepancies in source materials or data, the County has the option to: (a) remedy the problems with the source materials/data, or (b) direct the work to proceed without correcting these inaccuracies. Any delay in obtaining such direction from the County will be considered an excusable delay on the part of the Contractor.

3. TITLE TO GOODS AND SERVICES - RISK OF LOSS

- a. Except as may otherwise be provided herein, title to the goods and services to be provided by Contractor in this Contract shall pass to County upon receipt and acceptance.
- b. The risk of loss to such goods and services shall pass to County upon delivery.

4. INSPECTION AND ACCEPTANCE

- a. Contractor shall inspect and test as required in the Contract.
- b. County or its representatives may from time to time wish to view Contractor's performance under the Contract. Contractor agrees to cooperate fully with such activities and to allow reasonable access to its facilities.



c. Any review or comments by County or its representatives, shall in no way relieve Contractor of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.

d. If any of the goods and services do not conform to the requirements of this Contract, County may, within thirty (30) days of receipt, reject any or all of the goods and services. If the County has not rejected the goods and services within thirty (30) days of receipt, the goods and services shall be deemed to be accepted. Rejected goods may, at the option of County, be held for Contractor's disposition instructions or returned to Contractor. Any acceptance by County of part of the goods and services shall not relieve Contractor of its obligations. No act of payment by County shall be considered an approval or acceptance of any or all of the goods and services.

5. WARRANTIES/GUARANTEES

a. Contractor warrants that the goods and services to be provided herein shall: conform with the requirements of the Contract and ADOR specifications incorporated herein; and be free from defects in workmanship. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether expressed or implied, with respect to the goods and services, including but not limited to, those relating to merchantability or fitness for a particular purpose or function and whether arising out of statute, law, equity, course of dealing, usage of trade or otherwise. In no event shall Contractor be liable for any consequential, indirect, special or punitive damages, including loss of profit, data, use, or capital, by County, arising herefrom.

6. REPORTS AND MEETINGS

Contractor shall furnish County with monthly status reports and attend meetings when and as reasonably required by County.

7. CHANGES - SUSPENSION

a. County by Notice through its authorized representative shall have the right to: make changes (Change) hereto including, but not limited to, goods or services to be provided, time, place, or method of delivery, specifications, or drawings; or suspend performance by Contractor (Suspension) herein, whereupon Contractor shall promptly comply with such Suspension as required, make reasonable efforts to obtain suspension terms favorable to County, and use its personnel to minimize costs associated with the Suspension.

b. If Contractor believes any instruction, interpretation, or decision by County affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to County's authorized representative of the effect upon Contractor's performance obligations. Receipt of such Notice by County or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by County that results from an error, mistake, or omission of Contractor in the provision of goods or services herein be considered as a Change.

c. If any Change or Suspension results in an alteration to the cost of or time required for Contractor performance herein, an equitable adjustment will be made and the Contract amended



accordingly. Contractor shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.

d. If County fails to make payments to Contractor in accordance with the terms of this Contract, Contractor may suspend performance hereunder until all amounts owed have been paid.

8. TERMINATION

a. County may at any time and without cause, upon thirty (30) days Notice to Contractor, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Contractor shall be paid for all work delivered and accepted in accordance with the Contract, if termination is not due to the sole fault of the Contractor, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.

b. Upon default by either party of any material term, condition, covenant or agreement to the contract, and upon mutual failure to cure such default within thirty (30) days of written notice thereof, either party may terminate all or a portion of this Contract. Contractor shall be paid for all work delivered to and accepted by County prior to the termination. Deemed acts of default by either party shall include but not be limited to: Entity ceasing to carry on its business in the ordinary course; or, insolvency or bankruptcy of either party, or the making of a general assignment for the benefit of creditors; or, an order of receivership, or for the liquidation; or, the appointment of a Custodian, Receiver or Manager or similar person in respect thereof.

9. FORCE MAJEURE / EXCUSABLE DELAYS

A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government including but not limited to fire; flood; strike; epidemic; quarantine restrictions; or unusually severe weather. The affected party shall immediately give Notice to the other, including all relevant information, that any such actual or potential cause threatens to delay the timely performance of the Contract.

10. COMPLIANCE WITH LAW

Contractor shall comply with federal, state, or municipal laws and regulations.

11. CONFIDENTIAL INFORMATION

a. Both parties agree to:

Receive and maintain as proprietary and confidential, any Confidential Information of the other party; and to protect from disclosure to others or from use, by itself or others, for any purpose

inconsistent with this Contract without the prior written consent of the providing party.

Confidential Information shall include information within the scope of a party's patents, copyright, trade secrets, technical data, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include information received by a party under an obligation of secrecy or confidentiality. This does not include information which was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract, or lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain, or after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

b. The provisions contained within this Article, shall survive termination of the Contract for any reason whatsoever for ten (10) years from the effective date of this Contract.

12. SUBCONTRACTS/PURCHASE ORDERS

Contractor shall not subcontract or assign any of the work, rights or obligations under this Contract without the prior written permission of the County. All work shall be performed within the boundaries of the United States. Under no circumstances shall Contractor or County be permitted to send any data associated with the performance of a contract to destinations outside of this country. The use of non-US citizens in performance of any aspect of a project or work performed in the US by a company that in any way is owned or managed by a non-US Citizen requires advance approval from the County and the Department of Revenue.

13. INDEMNITY FOR PATENT INFRINGEMENT

Contractor shall defend, indemnify and save harmless County from and against all damages, costs and expenses, including attorneys' fees and costs which County may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against County for patent infringement as a result of the sale or use of the goods or services provided by Contractor under this Contract. County will provide Contractor with timely written Notice of any such claim, and will co-operate fully with Contractor in furtherance of Contractor obligations herein. Contractor obligations herein shall not apply to County-provided designs or specifications.

14. LIABILITY AND INDEMNIFICATION

a. Contractor shall indemnify and save harmless County from and against all manner of claims, losses, costs, damages, and expenses which may be brought or made against, or which County may sustain or incur, as a result of Contractor's negligence in the performance of the Contract.

b. County shall provide Contractor with timely written Notice of any such claim, and will provide all relevant information and cooperate with Contractor in furtherance of Contractor's obligation herein.

c. In no event shall Contractor be liable for loss of profits, loss of revenue, or consequential



damages.

d. Contractor's liability under this contract shall be limited to amount paid under this Contract.

15. INSURANCE

Contractor shall maintain in force during the term of this Contract insurance with the following minimum limits:

General Liability \$1,000,000

Worker's Compensation as required.

The Contractor shall provide County with a certificate of insurance showing evidence of the above coverage.

16. NOTICES

Any notice or communication pertaining to this Contractual Agreement shall be deemed to have been duly given by the parties hereto if sent to the other by registered or express mail or facsimile to the address hereinafter stated, or to other address as mutually agreed.

Janet Buskey, Revenue Commissioner
101 South Lawrence St.
Montgomery, AL 36104

Phone: (334) 832-1218
Fax: (334) 832-1644

Keith Frost (ISC)
170 Graphics Drive IW1503
Madison, Alabama 35758

Phone: (256) 799-6781
Fax: (256) 799-6929

17. DISPUTES

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be conducted in accordance with the rules of the Alabama Arbitration Act and shall be conducted by a single arbitrator, in English, in Alabama. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

18. WAIVER

Waiver by either party of the strict performance of any term, condition, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, or agreement.



19. HEADINGS

Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

20. SEVERABILITY

If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, shall not be affected thereby.

21. LAW OF CONTRACT

The laws of the State of Alabama shall govern the legal obligations of the parties and the interpretation of the Contract.

22. ASSIGNMENT

Neither the Contract nor any rights or obligations contained herein may be assigned, subcontracted, or otherwise transferred in whole or in part by Contractor without the prior written consent of County. Such consent shall not be unreasonably withheld.

23. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

Each and every provision contained in this Contract on the part of either party shall apply to and enure to the benefit of and bind their respective legal representatives, successors and assigns.

24. TAXES/DUTY

Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes and any such taxes or duties required by law shall be paid by the County.

25. PUBLICITY

Both parties accept that the other Party's name shall not be disclosed for purposes of advertising, including but not limited to press releases, brochures, or verbal announcements concerning this Contract, without the express written permission of the other party.

26. ENTIRETY OF CONTRACT

The terms and conditions of the Contractual Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Contractual Agreement between the parties. No prior communications, whether written or oral, shall be read into such Contractual Agreement for purposes of construction, interpretation or any other purpose whatsoever.

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IN WITNESS WHEREOF, the parties have caused this instrument and Exhibits to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written above.

MONTGOMERY COUNTY

**INTERGRAPH SERVICES COMPANY
(ISC)**

BY _____

BY _____

NAME _____

NAME Keith Frost

TITLE _____

TITLE Business Manager

ATTEST _____

WITNESS _____

DATE _____

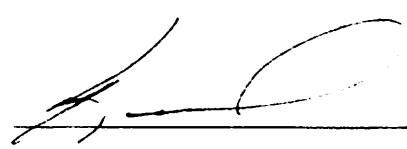
DATE _____

Amended 12/11/2012 -- clarification to Attachment A Scope of Work (Transportation); Project Schedule (Attachment B) updated to reflect actual/final dates

MONTGOMERY COUNTY

**INTERGRAPH SERVICES COMPANY
(ISC)**

BY _____

BY  _____

NAME _____

NAME Keith Frost

TITLE _____

TITLE Business Manager

ATTEST _____

WITNESS _____

DATE _____

DATE _____

ORIGINAL CONTRACTUAL AGREEMENT
APPROVED BY THE MONTGOMERY COUNTY COMMISSION

CONTRACT 2011-004



CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT, is made this *1st* day of *December, 2011*, by and between the County of Montgomery, Alabama hereinafter referred to as the "County", and Intergraph Services Company (ISC), a subsidiary of Intergraph Government Solutions (IGS), whose principal office is at 170 Graphics Drive IW1503 Madison, Alabama 35758, hereinafter referred to as the "Contractor".

WITNESSETH THAT:

WHEREAS, the County desires to engage the Contractor to render certain professional services and deliver certain materials hereinafter described; and

WHEREAS, the Contractor represents that it is qualified, willing and able to provide the professional services and deliver the requested materials to the County according to the attached **Scope of Work** and the terms of this Contractual Agreement; it is therefore agreed and understood that;

The purpose of this project is to provide Montgomery County with up-to-date, accurate GIS Base Mapping Layers. The planimetric map features will be collected from digital aerial orthophotography acquired by the County in 2012. The County shall provide a copy of this imagery to the Contractor for execution of this project.

The agreed upon price to be paid to the Contractor for the project is: **\$131,800.00**

The stated contract price is inclusive of the Product and Services outlined in Attachment A - Scope of Work under paragraph 1.

This project is to be conducted as described in the provisions herein.

The project is to be initiated upon receipt of written authorization to proceed, and will consist of the following basic steps:

1. Compilation (Planimetric)
2. Generation of updated GIS Base Map Layers
3. Submission of Contract Deliverables

Attachment A: Scope of Work

Attachment B: Project Schedule

Attachment C: Payment Terms

Attachment D: General Terms and Conditions

CONTRACT 2011-004



References:

DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS, GIS/COMPUTER ASSISTED PROPERTY TAX MAPPING AND AERIAL PHOTOGRAPHY – ADV-25. This document supersedes the SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS AERIAL PHOTOGRAPHY AND COMPUTER ASSISTED MAPPING, DATED June 1, 1994 edition.



CONTRACT 2011-004

ATTACHMENT A SCOPE OF WORK

ADOR-Required features:

- Transportation
 - Paved Centerlines
 - Paved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - Edge of Pavement (paved road)
 - ISC will collect edge of pavement per ADOR specifications (roads leading to 2 or more residences; private drives and park/cemetery paths do not qualify).
 - Where the county has a centerline but no paved edge, ISC will add the paved edge. If the existing centerlines do not comply with ADOR accuracy requirements when referenced to the orthophoto, edges of pavement will not be added.
 - Unpaved Centerlines
 - Unpaved Centerlines will be collected per ADOR specification in instances where the county has not already collected them.
 - All centerlines added by ISC will be in a separate feature class from existing centerlines to allow the county to address their attribution after project completion
 - Traveled Path (unpaved road)
 - ISC will collect traveled path per ADOR specifications (roads leading to 2 or more residences; logging trails, ungraded roads, & ATV trails do not qualify).
 - Bridges
 - ISC will add/update all bridges per ADOR specifications
 - Railroads
 - ISC will add/update all railroad lines, spurs, and extensions per ADOR specifications.

Note: ISC will not

- Hydrography
 - Linear streams
 - ISC will update all linear streams per ADOR specifications
 - Area streams
 - ISC will update all area streams (double line) per ADOR specifications
 - Linear River
 - Feature does not exist – will not be created or updated.
 - Area River

- ISC will update all area rivers (double line rivers) per ADOR specifications
 - Linear Ditch
 - ISC will update all linear ditch features per ADOR specifications (this includes only major ditches used for irrigation or draining).
 - Area Ditch
 - ISC will update all area ditch features (double line ditch) per ADOR specifications (this includes only major ditches used for irrigation or draining).
 - Dams
 - ISC will update all major dams per ADOR specifications.
 - Lakes
 - ISC will update all lakes to match imagery. ISC will not migrate features from lake to pond based on size.
 - Ponds
 - ISC will update all ponds to match imagery. ISC will not migrate features from pond to lake based on size.
 - Swamps
 - ISC will update all swamps per ADOR specifications and current state of county's data.
- Cultural
 - Building Footprint
 - ISC will add/remove/modify all building footprints per ADOR specifications.
 - ISC will add two new attributes to the "buildings" feature class and update accordingly during production.
 - IS_NEW (value of True or False)
 - IS_MODIFIED (value of True or False)
 - ISC will retain all "deleted" buildings in a separate feature class for county review
 - ISC will migrate existing "buildings" to "buildings_in_ruin" if imagery supports
 - ISC will migrate existing "buildings_under_construction" to "buildings" if imagery supports
 - ISC will collect "buildings_under_construction" as a separate feature class from "buildings"
 - Communication Tower
 - ISC will collect all towers used for communication per ADOR specifications (e.g. radio towers, cell towers, microwave towers) as a single point feature class
 - Power Pylon
 - ISC will collect all major power transmission pylons per ADOR specifications (e.g. major cross country pylons) as a single point feature class residing in the center of the base of a pylon.



- Quarries
 - ISC will update/collect the area outline of all quarries.

- (1) *Special Note: ISC will retain (if county desires) all current breakout of "hidden" feature classes. ISC will not collect any new or updated features in the "hidden" feature classes, but instead will collect them in the non-hidden version of that feature.*

2. TECHNICAL REQUIREMENTS:

The DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION SPECIFICATIONS FOR PROPERTY OWNERSHIP MAPS, GIS/COMPUTER ASSISTED PROPERTY TAX MAPPING AND AERIAL PHOTOGRAPHY – ADV-25 provides specific authoritative requirements, specifications and guidelines for planimetric mapping, which will serve to guide this effort, specifically:

The development of GIS Base Mapping Layers set forth in paragraph 3: AERIAL PHOTOGRAPHY – DIGITAL IMAGERY. Planimetric features further identified in paragraph 3.9.7. (1) through (14) are considered mandatory by the ADOR. Optional layers for LiDAR and contours are also identified (but are beyond the scope of this Contract). In order to maintain consistency in the production and delivery of GIS Base Mapping Layers between respective Counties, the ADOR has set forth paragraph 4: PLANIMETRIC MAPPING GUIDELINES. These guidelines identify specific features and methods for planimetric collection. These guidelines will be used for updating Montgomery County's Base Mapping Layers.

CONTRACT DELIVERABLES:

At the conclusion of this Project, and as a condition of its completion, Contractor shall deliver to the Montgomery County Revenue Commissioner the following products and information where applicable:

- Planimetric File (features listed in section 1 above) for incorporation into the county's existing Planimetric Database.

CONTRACT 2011-004



**ATTACHMENT B
PROJECT SCHEDULE**

The following is the Project Schedule. It contains the scheduled starting and ending dates for the major categories of services.

	<u>Milestones</u>
1. Award of Contract	12/30/2011
2. Receipt of Imagery	To Be Resolved
3. Compilation (Planimetric)	Upon Receipt of Imagery (RoI)
4. Submission of Contract Deliverables	16 Weeks after RoI
5. County Data Review	Upon Delivery to County
6. Final Delivery/ContractCompletion	30 Days following Delivery



CONTRACT 2011-004

ATTACHMENT C PAYMENT TERMS

1. PRICE

The FIRM FIXED PRICE for the Work described in Attachment A - Scope of Work, is **One Hundred Thirty-One Thousand, Eight Hundred Dollars (\$131,800)** excluding any sales, use, value added or similar taxes.

Updated Planimetric Mapping

\$131,800.00

Procurement of Optional Service Items: The County may procure additional services not listed at any time during the contract period. The procurement of additional services authorized by the County may be made through modification of the base contract.

2. LIMITATION OF EXPENDITURE

County shall not be obliged under this agreement to reimburse Contractor in excess of the firm fixed price noted above. However, should the County request work beyond the scope of services outlined herein, the Contractor will provide the County with a revised Scope of Work and estimate of cost for additional requested services. The Contractor will proceed with additional work only upon receipt of written authorization from the County.

3. BILLING

The Contractor may secure payment for a percentage complete on a monthly work-in-progress basis, or for the full amount of monies allocated to tasks under each Phase by submitting to the county the following:

- a. All deliverable items or evidence of work-in-progress representing that percentage or the full amount of work for which the Contractor is claiming payment.
- b. Dated invoice showing the amount of the claimed payment with a brief description of the work performed for each amount being claimed. Invoices may be submitted on a monthly basis.

3. PAYMENT

The County will make prompt payments to the Contractor following receipt of the items described in Attachments A and B, above, subject to the following:

- a. Formal acceptance by the County as complete, satisfactory and meeting applicable specifications of deliverable items, or evidence of work in progress, representing that percentage of the full amount required to substantiate the claimed payment.
- b. Ten percent (10%) of each billing will be withheld by the County as retainage until completion of the contract and deliverables formally accepted by the County as complete, satisfactory, and meeting all applicable specifications.

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- c. The County shall pay within sixty (30) days of receipt all payment claims submitted by the Contractor. All payment claims not paid within sixty (60) days or disputed by the County may be considered overdue and shall bear a monthly charge of 1% on the unpaid amount until paid. The County shall not use the dispute of one payment claim as a reason for disputing or not paying on time any other payment claim, unless the disputed claim materially affects the usability of any other part or phase of the work contemplated by this Contractual Agreement.

ATTACHMENT D
GENERAL TERMS AND CONDITIONS

1. CONTRACTOR:

- a. The Contractor is and shall at all times be an Independent Contractor to the County during performance under this Contract, and shall at no time be considered an agent or partner of the County.
- b. All work conducted shall be performed by US citizens and within the boundaries of the United States. Under no circumstances shall it be permitted to send any data associated with the contract to destinations outside of this country.

2. SOURCE MATERIALS:

- a. Within seven (7) calendar days of contract signing, the County will provide the Contractor with the Source materials requested and set out in the Contractor's Proposal. The Contractor will acknowledge in writing within fourteen (14) calendar days receipt of all Source materials provided by the County. Should the Contractor determine there is relevant information missing from the source materials provided, Contractor will bring this to the attention of the County.
- b. The accuracy of the data contained in the source materials - including the orthoimagery and the existing planimetric data - is the responsibility of the County. Should the Contractor discover that the County-supplied data contains inaccuracies which must be corrected or otherwise remedied before work can proceed on the planimetric update, the Contractor will bring this to County's attention and request direction. Upon receipt of the Contractor's notice of discrepancies in source materials or data, the County has the option to: (a) remedy the problems with the source materials/data, or (b) direct the work to proceed without correcting these inaccuracies. Any delay in obtaining such direction from the County will be considered an excusable delay on the part of the Contractor.

3. TITLE TO GOODS AND SERVICES - RISK OF LOSS

- a. Except as may otherwise be provided herein, title to the goods and services to be provided by Contractor in this Contract shall pass to County upon receipt and acceptance.
- b. The risk of loss to such goods and services shall pass to County upon delivery.

4. INSPECTION AND ACCEPTANCE

- a. Contractor shall inspect and test as required in the Contract.
- b. County or its representatives may from time to time wish to view Contractor's performance under the Contract. Contractor agrees to cooperate fully with such activities and to allow reasonable access to its facilities.



c. Any review or comments by County or its representatives, shall in no way relieve Contractor of any of its obligations in the Contract, unless otherwise expressly provided herein and then only to the extent provided.

d. If any of the goods and services do not conform to the requirements of this Contract, County may, within thirty (30) days of receipt, reject any or all of the goods and services. If the County has not rejected the goods and services within thirty (30) days of receipt, the goods and services shall be deemed to be accepted. Rejected goods may, at the option of County, be held for Contractor's disposition instructions or returned to Contractor. Any acceptance by County of part of the goods and services shall not relieve Contractor of its obligations. No act of payment by County shall be considered an approval or acceptance of any or all of the goods and services.

5. WARRANTIES/GUARANTEES

a. Contractor warrants that the goods and services to be provided herein shall: conform with the requirements of the Contract and ADOR specifications incorporated herein; and be free from defects in workmanship. This sole and limited warranty is in lieu of all other warranties, guarantees or representations, whether expressed or implied, with respect to the goods and services, including but not limited to, those relating to merchantability or fitness for a particular purpose or function and whether arising out of statute, law, equity, course of dealing, usage of trade or otherwise. In no event shall Contractor be liable for any consequential, indirect, special or punitive damages, including loss of profit, data, use, or capital, by County, arising herefrom.

6. REPORTS AND MEETINGS

Contractor shall furnish County with monthly status reports and attend meetings when and as reasonably required by County.

7. CHANGES - SUSPENSION

a. County by Notice through its authorized representative shall have the right to: make changes (Change) hereto including, but not limited to, goods or services to be provided, time, place, or method of delivery, specifications, or drawings; or suspend performance by Contractor (Suspension) herein, whereupon Contractor shall promptly comply with such Suspension as required, make reasonable efforts to obtain suspension terms favorable to County, and use its personnel to minimize costs associated with the Suspension.

b. If Contractor believes any instruction, interpretation, or decision by County affects its performance obligations herein and should be considered a Change, it may within ten (10) working days of receipt thereof, give written Notice to County's authorized representative of the effect upon Contractor's performance obligations. Receipt of such Notice by County or acquiescence thereto shall not be construed as a Change. In no event shall any instruction, interpretation or decision by County that results from an error, mistake, or omission of Contractor in the provision of goods or services herein be considered as a Change.

c. If any Change or Suspension results in an alteration to the cost of or time required for Contractor performance herein, an equitable adjustment will be made and the Contract amended



CONTRACT 2011-004

accordingly. Contractor shall continue performance of its obligations herein during the period of Change or Suspension until such equitable adjustment is made. In no event shall any alteration, modification or other change to the Contract have effect or be binding upon either party unless in writing and signed by both parties.

d. If County fails to make payments to Contractor in accordance with the terms of this Contract, Contractor may suspend performance hereunder until all amounts owed have been paid.

8. TERMINATION

a. County may at any time and without cause, upon thirty (30) days Notice to Contractor, terminate all or a portion of the Contract. Rights and obligations of the parties which may have accrued or arisen to the time of termination shall not be affected thereby. Contractor shall be paid for all work delivered and accepted in accordance with the Contract, if termination is not due to the sole fault of the Contractor, the fully burdened cost of any work not completed or delivered up until the time of termination and reasonable costs of terminating the work plus overheads and a reasonable profit thereon.

b. Upon default by either party of any material term, condition, covenant or agreement to the contract, and upon mutual failure to cure such default within thirty (30) days of written notice thereof, either party may terminate all or a portion of this Contract. Contractor shall be paid for all work delivered to and accepted by County prior to the termination. Deemed acts of default by either party shall include but not be limited to: Entity ceasing to carry on its business in the ordinary course; or, insolvency or bankruptcy of either party, or the making of a general assignment for the benefit of creditors; or, an order of receivership, or for the liquidation; or, the appointment of a Custodian, Receiver or Manager or similar person in respect thereof.

9. FORCE MAJEURE / EXCUSABLE DELAYS

A party hereto shall not be in default under the Contract from any failure to perform hereunder if such failure arises from causes beyond the control of and without the fault or negligence of such party. Such causes include but are not limited to: acts of God or of the public enemy; acts of Government including but not limited to fire; flood; strike; epidemic; quarantine restrictions; or unusually severe weather. The affected party shall immediately give Notice to the other, including all relevant information, that any such actual or potential cause threatens to delay the timely performance of the Contract.

10. COMPLIANCE WITH LAW

Contractor shall comply with federal, state, or municipal laws and regulations.

11. CONFIDENTIAL INFORMATION

a. Both parties agree to:

Receive and maintain as proprietary and confidential, any Confidential Information of the other party; and to protect from disclosure to others or from use, by itself or others, for any purpose

inconsistent with this Contract without the prior written consent of the providing party.

Confidential Information shall include information within the scope of a party's patents, copyright, trade secrets, technical data, or business information conveyed in written, graphic or other permanent tangible form; or if oral, if promptly reduced to a permanent tangible form, and shall also include information received by a party under an obligation of secrecy or confidentiality. This does not include information which was already known to the receiving Party without an obligation of secrecy at the time of disclosure under this Contract, or lawfully in the public domain at the time of disclosure under this Contract, or becomes lawfully within the public domain, or after disclosure is lawfully obtained by the receiving party from another source without restriction on disclosure.

b. The provisions contained within this Article, shall survive termination of the Contract for any reason whatsoever for ten (10) years from the effective date of this Contract.

12. SUBCONTRACTS/PURCHASE ORDERS

Contractor shall not subcontract or assign any of the work, rights or obligations under this Contract without the prior written permission of the County. All work shall be performed within the boundaries of the United States. Under no circumstances shall Contractor or County be permitted to send any data associated with the performance of a contract to destinations outside of this country. The use of non-US citizens in performance of any aspect of a project or work performed in the US by a company that in any way is owned or managed by a non-US Citizen requires advance approval from the County and the Department of Revenue.

13. INDEMNITY FOR PATENT INFRINGEMENT

Contractor shall defend, indemnify and save harmless County from and against all damages, costs and expenses, including attorneys' fees and costs which County may sustain, pay, or incur as a result of any cause, action, suit, proceeding or claim brought against County for patent infringement as a result of the sale or use of the goods or services provided by Contractor under this Contract. County will provide Contractor with timely written Notice of any such claim, and will co-operate fully with Contractor in furtherance of Contractor obligations herein. Contractor obligations herein shall not apply to County-provided designs or specifications.

14. LIABILITY AND INDEMNIFICATION

- a. Contractor shall indemnify and save harmless County from and against all manner of claims, losses, costs, damages, and expenses which may be brought or made against, or which County may sustain or incur, as a result of Contractor's negligence in the performance of the Contract.
- b. County shall provide Contractor with timely written Notice of any such claim, and will provide all relevant information and cooperate with Contractor in furtherance of Contractor's obligation herein.
- c. In no event shall Contractor be liable for loss of profits, loss of revenue, or consequential



damages.

d. Contractor's liability under this contract shall be limited to amount paid under this Contract.

15. INSURANCE

Contractor shall maintain in force during the term of this Contract insurance with the following minimum limits:

General Liability \$1,000,000

Worker's Compensation as required.

The Contractor shall provide County with a certificate of insurance showing evidence of the above coverage.

16. NOTICES

Any notice or communication pertaining to this Contractual Agreement shall be deemed to have been duly given by the parties hereto if sent to the other by registered or express mail or facsimile to the address hereinafter stated, or to other address as mutually agreed.

Janet Buskey, Revenue Commissioner
101 South Lawrence St.
Montgomery, AL 36104

Phone: (334) 832-1218
Fax: (334) 832-1644

Keith Frost (ISC)
170 Graphics Drive IW1503
Madison, Alabama 35758

Phone: (256) 799-6781
Fax: (256) 799-6929

17. DISPUTES

In the event of a dispute arising out of or relating to this Contract, the parties shall attempt to settle the matter amicably at the working level. Where the parties are unable to resolve the dispute, either party may by notice setting out the particulars of the dispute, refer the matter to the senior management of the parties. If senior management cannot resolve the dispute within thirty (30) days of the Notice of Dispute the dispute shall be referred to arbitration. Any such arbitration will be conducted in accordance with the rules of the Alabama Arbitration Act and shall be conducted by a single arbitrator, in English, in Alabama. The parties agree to be bound by the decision of the arbitrator. The costs of the arbitration shall be apportioned between the parties, or against one or more of the parties, as the arbitrator may decide.

18. WAIVER

Waiver by either party of the strict performance of any term, condition, or agreement in the Contract shall not of itself constitute a waiver of or abrogate such term, condition, or agreement, nor be a waiver of any subsequent breach of same, or of any other term, condition, or agreement.



19. HEADINGS

Headings to any of the provisions of the Contract are for convenience only and shall not have the effect of modifying, amending, or altering any provision of the Contract.

20. SEVERABILITY

If any provision of the Contract is held to be invalid in whole or in part, the remainder of the Contract or of such provision, shall not be affected thereby.

21. LAW OF CONTRACT

The laws of the State of Alabama shall govern the legal obligations of the parties and the interpretation of the Contract.

22. ASSIGNMENT

Neither the Contract nor any rights or obligations contained herein may be assigned, subcontracted, or otherwise transferred in whole or in part by Contractor without the prior written consent of County. Such consent shall not be unreasonably withheld.

23. REPRESENTATIVES, SUCCESSORS AND ASSIGNS

Each and every provision contained in this Contract on the part of either party shall apply to and enure to the benefit of and bind their respective legal representatives, successors and assigns.

24. TAXES/DUTY

Unless expressly included herein, prices for goods and services are exclusive of all sales, use and like taxes, value, value added, or business transfer taxes and any such taxes or duties required by law shall be paid by the County.

25. PUBLICITY

Both parties accept that the other Party's name shall not be disclosed for purposes of advertising, including but not limited to press releases, brochures, or verbal announcements concerning this Contract, without the express written permission of the other party.

26. ENTIRETY OF CONTRACT

The terms and conditions of the Contractual Agreement and any document specifically incorporated herein by reference, if any, constitute the entire Contractual Agreement between the parties. No prior communications, whether written or oral, shall be read into such Contractual Agreement for purposes of construction, interpretation or any other purpose whatsoever.

CONTRACT 2011-004



IN WITNESS WHEREOF, the parties have caused this instrument and Exhibits to be executed by themselves or their duly authorized officers or agents hereunto the day and year first written above.

MONTGOMERY COUNTY

INTERGRAPH SERVICES COMPANY
(ISC)

BY Elton N. Dean, Sr.

BY [Signature]

NAME Elton N. Dean, Sr.

NAME Keith Frost

TITLE Chairman

TITLE Business Manager

ATTEST Jammy L Nix

WITNESS Cathy Stallings

DATE 1-23-12

DATE December 12, 2011

DELEGATION OF AUTHORITY

between the
Montgomery County Commission
and the

Central Alabama Regional Planning and Development Commission

By means of this Delegation of Authority, the Montgomery County Commission (County) hereby authorizes the Central Alabama Regional Planning and Development Commission (CARPDC) to act as the Agent for the complete administration of the Eastwood Villa Neighborhood Housing Rehabilitation Project (Project) funded by the Community Development Block Grant (CDBG) – Grant Number CY-CM-RR-12-005. Such administration is inclusive of all funding involved in the project, including the client participation or “Match” funds. The delegation is based on the following terms and conditions:

1. The agreement subject to this delegation is specifically and exclusively for the above-referenced project.
2. The duties and responsibilities transferred to CARPDC as a result of this delegation includes general program compliance, Housing and Urban Development (HUD) and State of Alabama coordination, monitoring reviews, comprehensive financial management and controls and record keeping.
3. The effective date of this delegation is _____ and will remain in effect until such time as either or both parties formally dissolve this delegation or such time of the complete expenditure of the Project's grant funds.
4. The authority delegated herein is not subject to sub-delegation without the County's prior and express written consent.
5. This delegation is made pursuant to the Montgomery County Commission approval.

Elton Dean, Chairman

Date

Greg Clark, Executive Director

Date

Attest:

Donald L. Mims, Administrator

Addendum to Contract

Addendum #1 to November 5, 2012, Administrative Agreement

This Addendum to the November 5, 2012, Administrative Agreement (Addendum) between the Montgomery County Commission (County) and the Central Alabama Regional Planning and Development Commission (Contractor) for the Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-12-005**, shall become effective as of this 11th day of March, 2013. The original Administrative Agreement is attached and made a part of this document.

The parties hereby agree as follows:

1. To amend the "SCOPE OF SERVICES" section, specifically adding a 13th service to the list of services CARPDC agrees to and is contractually obligated to perform in the administration of the project. Item 13 will be added as follows:

"13. Render certain housing rehabilitation inspection services as described below.

- A. Inspect each housing unit identified by the CDBG project administrator as eligible for housing rehabilitation assistance under the terms of the contract, to determine the type and estimated cost of the work necessary to bring the property into compliance with existing codes/guidelines, and lead-based paint hazards compliance. Complete a needs assessment based on the program's guidelines and provide a corresponding estimated cost.
- B. Meet with the homeowner/tenant to discuss the proposed rehabilitation work to be completed and obtain feedback and document concerns/recommendations.
- C. Ensure all rehabilitation contractors have on-file with CARPDC all current and appropriate licenses and insurances, is E-verified and cross reference all with the Excluded Parties List system making sure none are debarred from performing government-funded work.
- D. Prepare bid documents (scopes of work) based on the needs assessment and form construction bid packages. Will ensure all state procurement rules and regulations are adhered to. Will receive bid responses from all qualified contractors and issue Authorizations to Proceed based on winning bids.
- E. Conduct preconstruction meetings with bid-winning contractor to ensure objectives and timeframes are understood and adhered to. Also be responsible for the execution of the rehabilitation contract between the homeowner and bid-winning contractor.

- F. Periodically inspect the rehabilitation contractor's work in-progress and make report of findings, if applicable. Prepares punch list of deficient items for contractor.
 - G. Analyze requested change orders and approve or disapprove those requests. If approved, will ensure change orders are adequately funded and inform homeowner as necessary.
 - H. Submit to the project administrator contractor invoices for payment on each completed and approved housing unit. An approved final inspection and other required close out documents are a prerequisite for contractor payment. In recommending payment of the final invoice, the Inspector will submit an approved final written inspection.
 - I. Will attend, at least quarterly, County meetings and report on the progress of the project."
2. To amend the "FINANCIAL" section, specifically revising Item 1. "Total Compensation" to read as follows:

"For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00 for all administrative services provided.

In addition, all service delivery costs attributable to items identified under SCOPE OF SERVICES 13. A-I will be reimbursed at the rate of \$1,500.00 per house rehabilitated through the project."

IN WITNESS WHEREOF, the County and CARPDC have caused this Addendum to Contract to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION

**CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION**

Elton N. Dean, Sr.
Chairman

Greg Clark
Executive Director

ATTEST:

ATTEST:

Donald Mims
County Administrator

Leslie York

Tammy Nix

From: Leslie York <lyork@carpdc.com>
Sent: Wednesday, February 20, 2013 8:50 AM
To: Donald Mims
Cc: 'Steve Till'; Tammy Nix
Subject: Revised Addendum to Contract
Attachments: Eastwood Villa -Addendum #1 to Contract (Revised 2-19-2013).docx

Donnie –

Good morning! Attached is the revised "Addendum to Contract" which includes the change to the scope of services as well as an amendment to the financial section which specifies the cost associated with the housing inspection services per home. Please review and let me know if you have additional comments. As always, thanks for your assistance!

Leslie York

Grant Writer
Central Alabama Regional Planning
and Development Commission (CARPDC)
430 South Court Street
Montgomery, AL 36104
334-262-4300
334-262-6976 Fax

The first step toward success is taken when you refuse to be a captive of the environment in which you first find yourself. **Mark Caine**

This electronic communication is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential, or otherwise exempt from disclosure. If you are not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the Central Alabama Regional Planning and Development Commission by replying to the original message at the listed email address or fax number. Thank you.

STATE OF ALABAMA

MONTGOMERY, ALABAMA

ADMINISTRATIVE AGREEMENT

THIS AGREEMENT is entered into as of this 5th day of November 2012, between the **Montgomery County Commission**, hereinafter called the "County" or "Local Government" and the **Central Alabama Regional Planning and Development Commission**, hereinafter called "CARPDC" or "Contractor", a non-profit, public agency operating under the laws of the State of Alabama, with its offices located at 430 South Court Street, Montgomery, Alabama 36104.

WHEREAS, the County desires to engage CARPDC to render administration services hereinafter described in connection with a project funded, in part, by the Alabama Department of Economic and Community Affairs (ADECA) entitled Housing Rehabilitation Improvements for Eastwood Villa, **CDBG Project No. CY-CM-RR-12-005**, hereafter referred to as the CDBG Project.

NOW, THEREFORE, the County and CARPDC mutually agree as follows:

EMPLOYMENT OF CARPDC

The County agrees to engage CARPDC, and CARPDC agrees to perform, in a professional, proper and timely manner, the services described in connection with the County's CDBG Project.

SCOPE OF SERVICES

CARPDC agrees to carry out in a diligent and satisfactory manner the CDBG Project administration services hereinafter described. CARPDC further agrees that the project administration services performed under this Agreement shall satisfy the requirements of the ADECA.

CARPDC shall:

1. Establish and maintain project files to properly document all project activities and to satisfy the requirements of the ADECA.
2. Coordinate and prepare, within the expertise of CARPDC, those documents necessary to satisfy environmental requirements imposed on the County, and as required to comply with project modifications. CARPDC will not be responsible for full environmental impact statements or mitigation measures.

3. Coordinate the efforts of the County, consultants, construction contractors, and other appropriate individuals to assist with the timely completion of said CDBG Project.
4. Document and provide assurance that CARPDC is in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. Said documentation will include a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between CARPDC and Homeland Security.
5. Assist in compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. This compliance will include the following:
 - A. review of all contracts and subcontracts for inclusion of compliance language;
 - B. verify that the original "Certificate of Compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535, as amended by Act 2012-491)" is maintained in the CDBG program files for review at monitoring; and
 - C. establish and maintain files for all vendors, contractors, and subcontractors that will contain a copy of the "E-Verify Program for Employment Verification Memorandum of Understanding" between the named party and Homeland Security.
6. Prepare, for the County's approval, all administrative reports, which are required by the ADECA and other agencies in connection with this CDBG Project (e.g. quarterly status reports, financial reports, etc.) except audits, engineering reports and other reports which require specialized knowledge in fields other than planning and grant administration.
7. Monitor the CDBG Project for compliance with labor, equal opportunity, and nondiscrimination provisions, which may include reviewing contractor/ subcontractor payrolls, construction signs and taking photographs to document signage.
8. Advise the County of federal requirements for property acquisition and relocation, if applicable, and assist with implementation where necessary.
9. Monitor the progress of the CDBG Project and report to the County on a quarterly or as needed basis.
10. Inform the County of the need for official action in connection with the ADECA grant and applicable deadlines in sufficient time for the County to respond. CARPDC will not be responsible for any loss of any nature if the County fails to comply with deadlines so reported to the County.

11. Track project expenditures (from all sources of funds) and review and indicate, prior to payment, that all disbursements from grant funds are eligible costs. Advise the County as to the proper procedures for drawing on its letter of credit.
12. Attend all CDBG Project related meetings as necessary to include the bid opening and preconstruction conference.

The County shall:

1. Designate an individual to serve as CARPDC's point of contact and to coordinate and report all County decisions pertaining to the CDBG Project to CARPDC.
2. Ask ADECA to appoint CARPDC as their official contact person on the CDBG Project.
3. Provide working and file space for CARPDC as necessary to administer and monitor the CDBG Project.
4. Open and maintain a separate bank account(s) into which all funds pertaining to the grant, whether from ADECA or other funding sources will be deposited and from which all checks in payment of activities performed under the grant will be written. If a separate account is not opened, the County will appropriately code all project related transactions within the County's accounting program/system.
5. Maintain all accounting books and records that are required under the grant and provide for an audit of books as directed by the ADECA.
6. Provide all necessary legal services and opinions.
7. Adhere to all applicable federal requests and Executive Orders with respect to equal rights, equal employment opportunity, and nondiscrimination with respect to race, creed, color, origin, ethnic background, or disability.
8. Provide for all necessary engineering services on the CDBG Project.
9. Provide information, files, and data that are necessary for CARPDC to administer this CDBG Project in a timely manner.

CHANGES

Either party may request changes to all or part of this Agreement. Such changes, including any increase or decrease in the amount of compensation, must be mutually agreed upon by both parties and approved by the ADECA, if required. Such changes shall

be incorporated in written amendments to this Agreement.

TIME OF PERFORMANCE

The services required shall commence upon execution of this Agreement and will be continuous until all aspects of the County's ADECA project have been completed and closed out.

CONFLICT OF INTEREST

CARPDC covenants that it does not have an interest nor shall acquire interest, either direct or indirect, in the project area, any parcels therein, or any other interest which would conflict in any manner or degree with the performance of its services required by this agreement. CARPDC further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

No member of the governing body of the locality and any other officer, employee, or agent of the locality who exercises any functions or responsibilities in connection with the planning and implementation of the CDBG Project shall have any personal financial interest, either direct or indirect, in this Agreement; and the CARPDC shall take appropriate steps to assure compliance.

PERSONNEL

CARPDC has, or will secure at its own expense, the personnel required to perform the services described in this Agreement. Such personnel shall not be employees of or have any other contractual relationship with the County. Project managers assigned by CARPDC to direct the program will have at least one (1) year practical experience in administering federal grants.

All of the services required under this agreement will be performed by the CARPDC or under CARPDC's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

None of the work or services covered by this Agreement shall be subcontracted without the prior approval of the County. Any work or services subcontracted under this Agreement shall be specified by written Agreement and shall be subject to each provision of this Agreement.

FINANCIAL

1. Total Compensation

For services rendered under this Agreement, the County agrees to reimburse CARPDC for all costs, direct and indirect, attributable to the services rendered. The County agrees to pay CARPDC an amount not to exceed \$32,000.00.

2. Method of Payment

Reimbursement shall be made from the County's local funds upon presentation of written statements certifying that such amounts are due and payable. If applicable, the County will be reimbursed by the CDBG Project when drawdowns are made.

3. Inspections and Audits

At any time during normal business hours and as often as the County, the ADECA, the Secretary of the Department of Housing and Urban Development, and/or the Comptroller General of the United States or any of their duly authorized representatives, may deem necessary, there shall be made available for examination all of the records with respect to all matters covered by this Agreement. Authorized representatives may examine and make excerpts or transcripts from such records, audit all invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

CARPDC shall provide one (1) copy of audit reports covering the CDBG Project period to the County for inclusion in the project files. The County agrees to provide any required audit of their transactions at their own expense.

CARPDC agrees to retain and allow access to such records for a period of three (3) years following completion of the CDBG Project.

4. Assignability

CARPDC shall not transfer any interest in this Agreement, whether by assignment or novation, without the prior written consent of the County. However, claims for money due, or to become due, to CARPDC from the County under this Agreement may be assigned to a financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

TERMINATION OF AGREEMENT

1. Termination for Convenience

This Agreement may be terminated for the convenience of the County or CARPDC by submitting written notice to the other party sixty (60) days in advance of the date which

the County or CARPDC desires the Agreement to be terminated. Upon such termination CARPDC shall be entitled to compensation that bears the same ratio to the total compensation provided herein as the work performed bears to the total work called for under this Agreement, but not more than \$32,000.00.

2. Termination of Contract for Cause/Breach of Contract

If, through any cause, CARPDC shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CARPDC shall violate any of the covenants, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to CARPDC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CARPDC under this Agreement shall, at the option of the County, become its property and CARPDC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

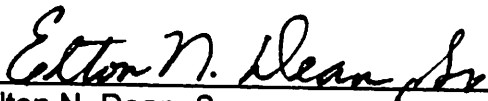
Notwithstanding the above, CARPDC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by CARPDC, and the County may withhold any payments to CARPDC for the purpose of set-off until such time as the exact amount of damages due the County from CARPDC is determined.

TERMS AND CONDITIONS

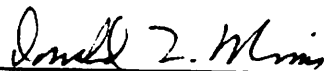
Part II – Terms and Conditions is hereby made a part of this Agreement and CARPDC and the County agrees to comply with all terms and conditions thereof.

IN WITNESS WHEREOF, the County and CARPDC have caused this Agreement to be executed by their duly authorized officers as of the date first written.

MONTGOMERY COUNTY COMMISSION


Elton N. Dean, Sr.
Chairman

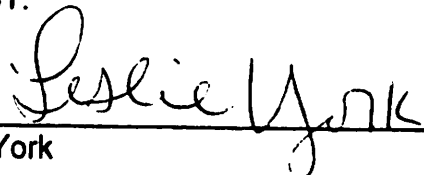
ATTEST:


Donald Mims
County Administrator

CENTRAL ALABAMA REGIONAL PLANNING
AND DEVELOPMENT COMMISSION


Greg Clark
Executive Director

ATTEST:


Leslie York

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause / Breach of Contract

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Local Government shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contractor determines that the Local Government has not provided contractual support as necessary for completion of services required herein, then the Contractor may also be able to terminate the contract with five (5) days written notice to the Local Government. Upon termination by the Contractor, compensation will be negotiated and payment made for work performed.

In such event (upon payment as outlined in the "Financial" section of this agreement and subject to this clause), all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Local Government, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Local Government for damages sustained by the Local Government by virtue of any breach of the Contract by the Contractor, and the Local Government may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Local Government from the Contractor is determined.

2. Termination for Convenience

The Local Government or Contractor may terminate this agreement at any time by submitting a ten (10) day notice in writing to the other party. If the agreement is terminated by either party as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this agreement is terminated due to the fault of the Contractor, the "Termination of Agreement" section and relative to this clause shall apply. In such event, all finished or unfinished documents and other materials as described herein (upon payment as outlined in the "Financial" section and subject to this clause), shall, at the option of the Local Government, become its property.

If the agreement is terminated by the Local Government as provided herein, the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and materials. The Contractor shall also be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this agreement) incurred

by the Contractor during the agreement period which are directly attributable to the uncompleted portion of the services covered by this agreement. If this agreement is terminated due to the fault of the Contractor, sections related to "Termination of Contract for Cause/Breach of Contract" relative to termination shall apply.

3. Indemnification

To the fullest extent permitted by law, the Local Government shall defend, indemnify, and hold harmless Contractor, its agents, employees, consultants and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of the Local Government, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Local Government, its agents, employees, consultants, council members and independent contractors, from and against any and all claims, losses, damages, and expenses, including but not limited to attorney's fees, arising out of, or related to, or resulting from performance of this project, provided that such claim, loss, damages or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and is caused in whole or in part by acts or omissions of Contractor, or its agents, employees or representatives, and regardless of whether or not such claim, damage, risk, loss or expense is caused by the negligence or other fault of any party indemnified hereunder.

4. Reports and Information

The Contractor, at such times and in such forms as the Local Government may require, shall furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

5. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the Local Government.

6. Copyright

No reports, maps or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7. Compliance With Local Laws

The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall hold the Local Government harmless with respect to any damages arising from any actions committed in performing any of the work embraced by this Contract.

8. Access to Records

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Local Government to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available for audit purposes to the Local Government or any authorized representative, and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Local Government.

9. Title VI Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

10. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

11. Conflict of Interest Clauses

Interest of Members of a Local Government – No member of the governing body of the Local Government and no other officer, employee, or agent of the Local Government who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in the Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Other Local Public Officials – No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Consultant and Employees – The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Lobbying Activities and Disclosure – The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Local Government, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The Contractor in the award documents for all subawards (as allowed for herein) at all tiers (including shall require that the language of this certification be included subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

12. Rehabilitation Act of 1973, Section 504 Handicapped (if \$2,500 or over)

Affirmative Action for Handicapped Workers:

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any

position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- B. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

13. Age Discrimination Act of 1975 (for Contracts over \$2,000)

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination receiving Federal financial assistance.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- A. The work to be performed under this Contract is on a project assisted under

a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

- B. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Section 3 Plan Format (for Contracts \$10,000 and Above)

CARPDC agrees to implement the following specific affirmative action steps directed at increasing the utilization of low income residents and businesses with the Montgomery County Commission.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the Local Government the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- * D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- * E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.

* Loans, grants, contracts and subsidies for less than \$10,000.00 will be exempt.

- J. To list all project workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

16. Executive Order 11246, Section 202 Equal Opportunity Clause (Contracts Above \$10,000)

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Government setting forth the provisions of this non-discrimination clause.
- B. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Local Government's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Contractor's noncompliance with the noncompliance clause of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Contractor will include the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Local Government's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the County's Department of Housing and Community Development, the Contractor may request the United States to enter such litigation to protect the interests of the United States.

17. Special Equal Opportunity Provisions (Applicable to Federally Assisted Construction Contracts and Related Subcontracts \$10,000 and Under)

Three paragraph Equal Opportunity Clause for activities and contracts not subject to Executive Order 11246, as amended.

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. Contractor shall incorporate foregoing requirements in all subcontracts.

18. Section 402, Vietnam Veterans Act of 1974 (Contracts of \$10,000 or more)

The contractor agrees to provide affirmative action for disabled veterans and veterans of the Vietnam Era, as set forth in Section 402 of the Vietnam Veteran's Act of 1974 (as amended).

19. Non-Segregation of Facilities

The contractor certifies that all facilities utilized in performance of said duties outlined herein will not be segregated in any form or manner.

20. Beason-Hammon Alabama Taxpayer and Citizen Protection Act

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.

RESOLUTION NO. _____

WHEREAS, the Montgomery County Commission intends to directly contract with the Central Alabama Regional Planning and Development Commission (CARPDC) to provide administration services for the newly funded Community Development Block Grant (CDBG) Project No. CY-CM-RR-12-005 for housing rehabilitation improvements to approved households in the Eastwood Villa community of the County, as funded by the Alabama Department of Economic and Community Affairs (ADECA); and

WHEREAS, based on CARPDC's governmental status and that CARPDC has not been debarred and has no exclusions registered on the System for Award Management (www.SAM.gov), the County may directly contract with CARPDC; and

WHEREAS, it has been determined that it is in the best interest of the Montgomery County Commission to enter into a contract with CARPDC.

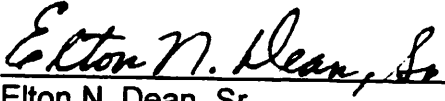
NOW, THEREFORE, BE IT RESOLVED by the Montgomery County Commission, as follows:

SECTION 1. That, the acceptance of the contract for the provision of professional administration services for FY 2012 CDBG Project No. CY-CM-RR-12-005, which will provide housing rehabilitation improvements for approved homeowners in the Eastwood Villa community, has been determined to be in the best interest of the Montgomery County Commission, and that the proposed fee has been accepted as reasonable based on the complexity of the project.

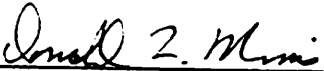
SECTION 2. That the Montgomery County Commission enter into an agreement with CARPDC for the provision of said professional administration services.

SECTION 3. That Elton N. Dean, Sr., in his capacity as Chairman, is hereby authorized and directed to execute said agreement on behalf of the Montgomery County Commission.

PASSED, ADOPTED AND APPROVED this 5th day of November, 2012.


Elton N. Dean, Sr.
Chairman

ATTEST:


Donald Mims
County Administrator

COUNTY (51) MONTGOMERY 2012 - 2013

TYPE LICENSE & CODE	*FILING FEE	STATE LICENSE FEE	COUNTY LICENSE FEE	RENEWAL TOTAL	NEW LICENSE TOTAL
010 - LOUNGE RETAIL LIQUOR - CLASS I	\$ 50.00	300.00	300.00	600.00	650.00
011 - LOUNGE RETAIL LIQUOR - CLASS II - (PACKAGE)	50.00	300.00	300.00	600.00	650.00
020 - RESTAURANT RETAIL LIQUOR	50.00	300.00	300.00	600.00	650.00
031 - CLUB LIQUOR - CLASS I	50.00	300.00	500.00	800.00	850.00
032 - CLUB LIQUOR - CLASS II	50.00	750.00	750.00	1,500.00	1,550.00
**					
040 - RETAIL BEER - (ON OR OFF PREMISES)	50.00	150.00	75.00	225.00	275.00
**					
050 - RETAIL BEER (OFF PREMISES ONLY)	50.00	150.00	75.00	225.00	275.00
**					
060 - RETAIL TABLE WINE (ON OR OFF PREMISES)	50.00	150.00	75.00	225.00	275.00
**					
070 - RETAIL TABLE WINE (OFF PREMISES ONLY)	50.00	150.00	75.00	225.00	275.00
080 - LIQUOR WHOLESALE	50.00	500.00	500.00	1,000.00	1,050.00
**					
090 - WHOLESALE BEER ONLY	50.00	550.00	275.00	825.00	875.00
**					
100 - WHOLESALE TABLE WINE ONLY - 16.5% OR LESS	50.00	550.00	275.00	825.00	875.00
**					
110 - WHOLESALE TABLE WINE & BEER COMBINED	50.00	750.00	375.00	1,125.00	1,175.00
120 - WAREHOUSE LICENSE	50.00	200.00	200.00	400.00	450.00
**					
130 - ADDITIONAL WAREHOUSE-WINE, BEER OR BOTH	50.00	200.00	100.00	300.00	350.00
140 - SPECIAL EVENTS RETAIL	50.00	150.00	150.00	N/A	350.00
150 - SPECIAL RETAIL LICENSE - 30 DAYS OR LESS	50.00	100.00	100.00	N/A	250.00
160 - SPECIAL RETAIL - MORE THAN 30 DAYS	50.00	250.00	250.00	500.00	550.00
170 - RETAIL COMMON CARRIER	50.00	150.00	150.00	300.00	350.00
200 - MANUFACTURER	50.00	500.00	500.00	1,000.00	1,050.00
**					
210 - IMPORTER	50.00	500.00	250.00	750.00	800.00
**					
220 - BREWPUB	50.00	1,000.00	500.00	1,500.00	1,550.00
230 - INTERNATIONAL MOTOR SPEEDWAY	50.00	300.00	300.00	600.00	650.00
240 - NON-PROFIT - TAX EXEMPT	N/A	N/A	N/A	N/A	N/A

* A \$50.00 non-refundable filing fee is charged to all new licenses.

** May not charge more than one-half of the state fee for this type of license.

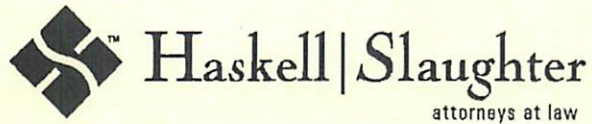
SIGNED: Edton M. Dean, Jr. Chairman
Authorized County Official Title

March 12, 2012
Date

Purchasing Department

[illegible]

11-2



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
February 14, 2013

1. 7. 6 -

TO: Donnie Mims
FROM: Tommy Gallion
RE: Invitation to Bid regarding Transmission Service

I have reviewed your February 14, 2013 memorandum, the February 14, 2013 memorandum from Pat Silas to you, the February 12, 2013 memorandum from Sheriff Marshall to Pat Silas, the February 13, 2013 memorandum from Pat Silas to Sheriff Marshall with the bid documents attached, which I also reviewed.

After reviewing all these documents, it is my opinion that the Bell Transmission bid can be thrown out due to bad vendor experience in that Bell does not fulfill their contracts/purchase orders and have tried to bribe the Sheriff. It is therefore my legal opinion that this bid for Transmission Service should be awarded to the only other bidder – Alabama Precision Transmission, who will warrant their work for 5 years or 100,000 miles.

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[illegible]

12-2

Interoffice Memo

To: Donnie Mims
From: Lou Ialacci
Cc: Pat Silas, John Mitchell
Date: February 11, 2013
RE: ITB # 51965-13B-001 Award and Contract Review

Accompanying this memo is another memo dated February 4, 2013 recommending that Alternative Maintenance Solutions (AMS), the lowest qualified bidder be awarded the three year contract for providing maintenance for the County's computer storage hardware and software. This is standard maintenance that the County has had on this type of equipment for years – most recently with Unisys. AMS is providing similar services for the State who is one of their references. Their bid will save the County approximately \$10,000 dollars this first year.

We have received the attached two documents submitted by AMS as part of their response to the bid. The first document is their contract, which outlines the terms and conditions for their services. AMS has included terms stating no late fees or interest and the County's required dispute resolution. The second document is Schedule A, which is their pricing for maintenance on our equipment.

Please submit these documents to the County Attorney for their review and recommendation. I am requesting time on the February 19th work session agenda to brief the commissioners once we have the Attorney's approval.

Thank you

Interoffice Memo

To: Pat Silas
From: Lou Ialacci
Cc: Larry Kennedy, John Mitchell
Date: February 4, 2013
RE: Bid No.51965-13B-001

Larry and I have reviewed the bid responses for bid number 51965-13B-001 for a three year contract for computer storage hardware and software maintenance. We recommend you use Alternative Maintenance Solutions (AMS). They are the lowest bidder that meets the County's specifications. The low bidder Netraid LLC did not provide a bid for the software maintenance portion of the ITB. The successful bidder's price is still lower than our costs for the last year of our current contract.

We have attached correspondence from the bidders to support our recommendation. Thank you for your cooperation and assistance to obtain this important coverage for the County. If you have any questions please let us know.

MAINTENANCE AGREEMENT

Customer Name: Montgomery County Commission

Street Address: 100 S. Lawrence St

City: Montgomery **State:** Al **ZIP:** 36104

(hereinafter referred to as the "Customer") agrees to purchase and **Alternative Maintenance Solutions of Georgia, Inc. ("AMS")** agrees to furnish at the place of installation indicated on Schedule A, and in respect of the equipment ("the Equipment") described in Schedule A, maintenance service in accordance with the terms and conditions contained in this agreement, including specifically Article VIII, Limitation of Remedy.

Commencement Date: March 1 2013

I. TERM OF AGREEMENT

This Agreement is for a term of one (1) year with two (2) one year options commencing on the Commencement Date noted above, subject to the provisions regarding early termination as indicated in Article X of this Agreement.

II. INSPECTION AND REPAIR

AMS acknowledges that the Equipment is in an acceptable condition for maintenance under this Agreement.

III. RESPONSIBILITIES OF AMS

- A. In accordance with the Equipment manufacturer's specifications, AMS shall provide:
- (1) Scheduled preventive maintenance during the Contracted Periods of Maintenance Service, at a time during each week to be scheduled by the Customer; and
 - (2) Unscheduled remedial maintenance service during the Contracted Periods of Maintenance Service when notified that the Equipment is inoperative.
 - (3)
- B. In connection with the provision of maintenance service, AMS shall:

- (1) Provide all necessary diagnostic software and documentation media necessary to analyze error conditions occurring in Equipment;
 - (2) Stock, in the Montgomery area, a complete compliment of spare parts for all equipment;
 - (3) Have in place established policies to purchase and expedite shipment of spare parts should local spare inventory be depleted due to multiple failures;
 - (4) Keep on the Customer premises spare parts kits with full inventory and in good working order for those parts requiring frequent replacement;
 - (5) Meet with the Customer representative's monthly, at times to be agreed between the parties, to review maintenance issues.
- C. AMS shall pay all costs of labor for maintaining the Equipment, which costs are incurred as a result of normal usage and wear and tear to the Equipment.
- D. AMS shall supply and use pursuant to this agreement only good quality parts of a type specified or approved by the manufacturer of the Equipment.
- E. AMS shall install Engineering Changes released and sponsored by the Equipment manufacturer, and monitor safety changes and changes necessary to insure the proper functioning of the Equipment which are controlled by the manufacturer, to determine that such changes are installed on a timely basis. Customer shall pay the costs of materials, if any, required in connection with such changes.
- F. AMS shall maintain accurate and complete records of all Engineering Change Levels and a history of maintenance activity for each unit of Equipment.

IV. RESPONSIBILITIES OF THE CUSTOMER

- A. The **Customer** shall provide, free of charge and with ready access, storage space for spare parts, working space, heat, light, ventilation, electric current and outlets for the use of AMS's maintenance personnel.
- B. The **Customer** shall notify AMS's maintenance personnel upon Equipment failure and shall allow AMS full and free access to the Equipment subject to the Customer's industrial security rules.
- C. The **Customer** shall not authorize or cause maintenance repairs to be made or attempted to Equipment during the terms of this Agreement, except as specified and approved in advance by AMS.
- D. The **Customer** shall maintain site environmental conditions throughout the period of this Agreement in accordance with the specifications established by the Equipment manufacturer.

- E. If the **Customer** causes modifications to be made, or accessories or devices not covered by this Agreement to be added to the Equipment, then maintenance service will be supplied unless such modifications or attachments make it impractical for **AMS** to render maintenance service, in which case **AMS** shall be relieved of its responsibilities. If the modifications or additions increase maintenance costs, **AMS** shall have the right to adjust accordingly the maintenance charges specified on Schedule A. The **Customer** shall be responsible for the storage of any parts removed from the Equipment as a result of an attachment to or an alteration in the Equipment and for restoring the Equipment to normal condition when the attachment or alteration is removed.

V. PERIODS OF MAINTENANCE SERVICE AVAILABILITY

- A. The Basic Monthly Maintenance Charge entitles the **Customer** to on-call maintenance service during the Contract Period of Maintenance which is Eight (8) hours per day, five (5) days per week four(4) hour response time.
- B. If the **Customer** removes individual units of equipment from the system configuration, such individual Equipment may be deleted from maintenance coverage under this Agreement by giving **AMS** thirty (30) days advance written notice, and the maintenance charges payable pursuant to this Agreement as set out in Schedule A shall be reduced by the amount corresponding to the charges applicable to that Equipment. The actual date for such reduction shall be the date on which the equipment is de-installed and physically removed from the Hardware configuration.

VI. INVOICES, PAYMENT, AND CHARGES

- A. Monthly maintenance charges shall begin on the Commencement Date as specified on the first page of this Agreement and shall be payable in advance according to schedule "A". All other charges shall be invoiced after the month in which the charges accrue and shall be due and payable within Thirty (30) days from the date of invoice. **All late payment fees and interest payments will be waived by AMS for Montgomery County Commission.** Charges for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly charges for each calendar day.
- B. The charges set forth in Schedule A are applicable for the Base Year commencing on the effective date indicated on page 1 of this Agreement. All charges are fixed on each consecutive annual anniversary.
- C. In addition to the charges set forth in Schedule A of this Agreement, the **Customer** shall pay labor, parts, and other expenses for **Customer** requested services outside the scope of this Agreement. Charges for labor shall be at **AMS's** published rates in effect at the time that the services are furnished; charges for labor shall include time

to and from the installation site and shall be computed to the nearest one-half (1/2) hours.

VII. EXCLUDED SERVICES

The following Services are outside the scope of this Agreement:

- A. Electrical work external to the **Customer's** Equipment.
- B. Maintenance or repairs attributable to: unauthorized attempts by or for the **Customer** to repair or maintain the Equipment; catastrophe, fault or negligence of the **Customer**, its agents or employees; improper use or misuse of the Equipment; or causes external to the Equipment, such as but not limited to, power failure or air conditioning failure.
- C. Furnishing platens, supplies or accessories, or painting or refinishing Equipment.
- D. Making specification changes or performing services in connection with the relocation of Equipment (except as provided in Section III (G), alteration, or the addition or removal of attachments, features or other devices not classified as Engineering Changes.

VIII. LIMITATION OR REMEDY

- A. **AMS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING MAINTENANCE SERVICES OR ANY OTHER PERFORMANCE UNDER THIS AGREEMENT. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS, OR THE SOLE REMEDY FOR AMS'S LIABILITY FOR NEGLIGENCE WITH RESPECT TO MAINTENANCE SERVICE FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCE BY AMS UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE MAINTENANCE SERVICE PROVIDED BY AMS, OR A REFUND NOT TO EXCEED THE AMOUNT CHARGED BY THE EQUIPMENT MANUFACTURER TO RE-PERFORM ANY DEFECTIVE MAINTENANCE SERVICE PERFORMED BY AMS, AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**
- B. **AMS ACKNOWLEDGES THAT ITS EMPLOYEES OR OTHER PERSONNEL ACTING UNDER ITS DIRECTION, IN PERFORMING AMS'S OBLIGATIONS UNDER THIS AGREEMENT, DO SO AT THEIR OWN RISK, AND THE CUSTOMER ASSUMES NO LIABILITY FOR ANY**

DEATH, INJURY OR DAMAGE TO THE PROPERTY OF ANY SUCH PERSON OCCURRING AS A RESULT OF OR CONNECTED WITH THE PERFORMANCE BY THAT PERSON OF WORK PURSUANT TO THIS AGREEMENT. AMS INDEMNIFIES THE CUSTOMER AND HOLDS IT HARMLESS AGAINST ANY ACTION, CLAIM OR DEMAND WHATSOEVER ARISING FROM ANY SUCH DEATH, INJURY, OR DAMAGE TO PROPERTY.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AMS REPRESENTS AND WARRANTS TO THE CUSTOMER THAT AMS IS FULLY ENTITLED TO PERFORM ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT, AND IN PARTICULAR THAT IT IS ENTITLED TO HAVE IN ITS POSSESSION, AND USE, ANY DOCUMENTATION OR COMPUTER SOFTWARE ("MATERIALS") USED BY AMS IN THE PERFORMANCE OF THOSE OBLIGATIONS. AMS HEREBY INDEMNIFIES THE CUSTOMER AND HOLDS IT HARMLESS AGAINST:

- (1) ANY ACTION, SUIT, ORDER, INJUNCTION, CLAIM, OR DEMAND OF ANY SORT ARISING FROM, OR DIRECTLY OR INDIRECTLY CONNECTED WITH, AMS'S USE OF MATERIALS;**
- (2) ANY DAMAGES, INCLUDING WITHOUT LIMITATION THE COSTS OF MAINTENANCE OF THE EQUIPMENT BY ANOTHER CONTRACTOR OR THE MANUFACTURER OF THE EQUIPMENT, WHICH THE CUSTOMER MAY SUFFER AS A RESULT OF THE INABILITY OF AMS TO COMPLY WITH ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT. WHERE SUCH INABILITY IS CAUSED DIRECTLY OR INDIRECTLY BY ACTION TAKEN BY ANY ENTITY WITH THE INTENTION OF CHALLENGING OR PREVENTING OR LIMITING AMS'S USE OF MATERIALS UPON ANY GROUNDS WHATSOEVER; AND**
- (3) ANY ATTORNEY'S FEES AND LEGAL COSTS OF ANY SORT WHICH THE CUSTOMER MAY BE OBLIGED TO INCUR AS A RESULT OF CIRCUMSTANCES REFERRED TO IN PARAGRAPH 1 OR PARAGRAPH 2 ABOVE.**

IX. TAXES

No Taxes should be accrued as part of this service agreement..

X. TERMINATION

- A. If a party to this Agreement petitions for reorganization under the Bankruptcy Act or is adjudicated as Bankrupt, or if a receiver is appointed for that party's business or if that**

party defaults in payment of any sum due hereunder, or otherwise fails to fulfill its obligations under this Agreement, then the other party shall, without further notice, have the immediate right to terminate this Agreement, without prejudice to any other remedies which that party may have.

- B. If AMS fails to properly perform its duties for services under this Agreement the Customer shall notify AMS of such deficiency in writing and shall allow AMS a period of thirty days after such written notice to correct its problems. Failure of AMS to correct the identified problems to the Customer's satisfaction, or three such deficiency notifications within any Six months period, shall be grounds for immediate termination of this Agreement should the Customer choose such action.

XI. ADDITIONAL EQUIPMENT

- A. Additional Equipment may be added to the Agreement as required by the Customer at no charge for installation labor by AMS. Monthly maintenance charges for such additional equipment shall be the same as for like equipment as set out in Schedule A and unless the parties agree otherwise, the remaining terms and conditions of this Agreement shall apply to the added equipment. Maintenance charges for any additional equipment, not currently covered by Schedule A, shall be negotiated between the parties prior to implementation.

XII. GENERAL PROVISIONS

- A. Customer represents that it is the owner of the Equipment or if not the owner that it has the authority to enter into this Agreement.
- B. AMS retains the right to subcontract any maintenance service described herein to mutually agreeable subcontractor(s), including the Equipment manufacturer, provided that such subcontractor(s) shall possess qualifications equivalent to those of AMS.
- C. Except as provided in Paragraph B of this section, neither party shall have the right to assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of the other party provided, however, that a successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either party, shall acquire all interest of such party hereunder, and AMS shall be entitled to assign all or part of the payments under this Agreement. Any prohibited assignment shall be null and void.

- D. This Agreement shall be governed by the laws of the State of Alabama. There are no understandings, agreements, or representations, express or implied, not specified in this Agreement.
- E. The terms and conditions of the Agreement shall prevail notwithstanding any variances with the terms and conditions of any order submitted by **Customer**. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled, or waived in whole or in part, except by written amendment by the parties hereto.
- F. No action, regardless of form, arising out of transaction under this Agreement, may be brought by either party more than three (3) years after the cause of action has accrued.

XIII. DISPUTES

IF A DISPUTE ARISES OUT OF OR RELATES TO THIS AGREEMENT OR ITS BREACH, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE FIRST THROUGH DIRECT DISCUSSIONS AND NEGOTIATIONS. IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS OR NEGOTIATIONS, THE PARTIES SHALL ENDEAVOR TO SETTLE THE DISPUTE BY NON-BINDING MEDIATION. THE LOCATION OF THE MEDIATION SHALL BE MONTGOMERY, ALABAMA. EITHER PARTY MAY TERMINATE THE MEDIATION AT ANY TIME AFTER THE SESSION, BUT THE DECISION TO TERMINATE MUST BE DELIVERED IN PERSON TO THE OTHER PARTY AND THE MEDIATOR. ENGAGING IN MEDIATION IS A CONDITION PRECEDENT TO ANY OTHER FORM OF BINDING DISPUTE RESOLUTION. IF THE PARTIES CANNOT AGREE ON A MUTUAL RESOLUTION THEN ANY DISPUTES NOT RESOLVED BY MEDIATION SHALL BE DECIDED IN THE CIRCUIT COURT OF MONTGOMERY COUNTY, ALABAMA AND GOVERNED BY THE LAWS OF THE STATE OF ALABAMA BETWEEN THE MONTGOMERY COUNTY COMMISSION AND ALTERNATIVE MAINTENANCE SOLUTIONS.

AGREED TO:

Montgomery County Commission
100 S. Lawrence St.
Montgomery Al 36104

ACCEPTED BY:

Alternative Maintenance Solutions of Ga. Inc
2451 Cumberland Pkwy Ste 3587
Atlanta Ga 30339

BY: _____
TITLE: _____
DATE: _____

BY: _____
TITLE: _____
DATE: _____



MONTGOMERY OFFICE
305 South Lawrence Street • Montgomery, Alabama 36104
Post Office Box 4660 • Montgomery, Alabama 36103-4660
f. 334.264.7945 • t. 334.265.8573
www.hsy.com

MEMORANDUM
February 14, 2013

176

TO: Donnie Mims
FROM: Tommy Gallion
RE: Alternative Maintenance Solutions
Maintenance Agreement

I have reviewed your February 13, 2013 memorandum, the February 12, 2013 memorandum from Pat Silas to you, the Maintenance Agreement by and between Montgomery County Commission and Alternative Maintenance Solutions of Georgia, Inc ("AMS"), the February 4, 2013 memorandum from Lou Ialacci to Pat Silas, and the February 11, 2013 memorandum from Lou Ialacci to you.

The Maintenance Agreement is legal and binding upon the parties. I do not have any changes to the agreement. Based on Lou Ialacci's memorandums, AMS was the low bidder that meets the County's specifications and will save the County approximately \$10,000 the first year.

I am of the opinion that the services provided for in this maintenance 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.

50051-317
4730363_1

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: M. C. Sheriff's Office - Detention Facility

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: W. Robinson, Colonel

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

ORIGINAL

1. Position Title Corrections Officer Trainee / Corrections Officer

Position Number 200

Proposed Effective Date February 4, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

- () Promotional Register () Transfer
- (☒) Open Competitive Register () Reemployment

Pay Grade Corrections Officer Trainee - \$28,392 PCT

Corrections Officer - \$29,569 - \$42,093 Grade PC1

D T Marshall

Department Head RT

Date February 1, 2013

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 Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. _____ dept request
2. _____ admin review
3. _____ pers dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. Position Title Deputy Sheriff, Corporal

Position Number 165

Proposed Effective Date February 18, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

- (☒) Promotional Register () Transfer
() Open Competitive Register () Reemployment

Pay Grade Pay Grade PS2 - \$37,211 - \$47,900
Pay step to be based upon City and County of Montgomery Personnel
Board Rules and Regulations, Rule VI, Section 10 (A-promotion)
D T Marshall Date February 12, 2013
Department Head DM

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 _____

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 Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

1. Position Title Deputy Sheriff Trainee / Deputy Sheriff

Position Number _____

Proposed Effective Date February 18, 2013

Type of Appointment (☒) Permanent () Temporary

Recruiting

() Promotional Register () Transfer

(☒) Open Competitive Register () Reemployment

Pay Grade Deputy Sheriff Trainee - \$35,066 PS104

Deputy Sheriff - \$36,186 - \$45,139 PS1

D T Marshall Date February 12, 2013

Department Head *DM*

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 _____

MEMORANDUM

TO: John A. Mitchell, Deputy Administrator
FROM: Pat Silas, Purchasing Manager 
DATE: February 13, 2013
SUBJECT: Service Maintenance Worker 1 - Housekeeping

Request that I be allowed to fill two (2) vacancies within the Housekeeping Dept. at Annex I.

One person has retired and one person transferred to the Sheriff's Office, leaving the staff short.

Since the moving of the Family Court back to Annex I, it has added more work in this building which will require added personnel to the already short staff.

Applications are being taken in the Purchasing Office and will be considered in the order they are received.

The pay grade for the Service Maintenance Worker 1 is S01 - \$19,656 - \$27,980.

Please make this effective March 18, 2013.

Your help with this matter is most appreciated.

Attachment
Position Fill Request

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services-Purchasing

DEPARTMENT HEAD: Pat Silas, Purchasing Manager

SUPERVISOR: Pat Silas

1. 02/13/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Service Maintenace Worker 1

POSITION NUMBER 260701024- Replacing Leon Powell

PROPOSED EFFECTIVE DATE March 18, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE (S01) (\$19,656 - \$27,980) Step 1

Department Head

Pat Silas

Date:

02/22/2013

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: Support Services-Purchasing

DEPARTMENT HEAD: Pat Silas, Purchasing Manager

SUPERVISOR: Pat Silas

1. 02/13/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Service Maintenace Worker 1

POSITION NUMBER 260701023- Replacing George Williams

PROPOSED EFFECTIVE DATE March 18, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

() PROMOTION REGISTER

() TRANSFER

(X) OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (S01) (\$19,656 - \$27,980) Step 1

Department Head

Pat Silas

Date:

02/22/2013

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

POSITION FILL REQUEST

DEPARTMENT Montgomery County Youth Facility

DEPARTMENT HEAD: Bruce R. Howell, Court Administrator

SUPERVISOR: Brandi Alexander, Detention Director

COMPLETED ACTION DATES

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

1. POSITION TITLE: Juvenile Detention Officer I (to replace Ashlee London)

POSITION NUMBER: 900300018

ORIGINAL

PROPOSED EFFECTIVE DATE: 3/4/2013

TYPE OF APPOINTMENT (X) Permanent () Temporary

RECRUITING

() PROMOTIONAL REGISTER () TRANSFER

(X) OPEN COMPETITIVE REGISTER () REEMPLOYMENT

PAY GRADE: PC1 (\$29,569/\$1,137.28/\$14.2160)

Bruce R. Howell

Department Head

2/5/2013
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

MAR 11 2013

Request # 2

Date: February 27, 2013
To: Donald L. Mims, Administrator
From: Sherrill R. Thomas, Finance Director
Re: Travel / Training Request

fell

Request approval to be granted for the following:

Destination: Prattville, AL
Departure Date: April 15, 2013 Return Date: April 16, 2013
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: Attend Financial Statements Workshop

Traveler (s) Name: 1. Sherrill Thomas 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$102.12 Advance Registration Required: \$75.00

Department Name: Finance Fund Name: General

Additional Comments: Registration \$75 Mileage \$27.12

To: Sherrill R. Thomas, Finance Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$102.12 and advance registration of \$75.00 is authorized.

To be completed by the Finance Department	
Fund Code:	<u>001-51110-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$3,000.00</u>
Approved Requests:	<u>\$310.84</u>
Budget Available:	<u>\$2,689.16</u>
Current Requests:	<u>\$102.12</u>
Budget Balance:	<u>\$2,587.04</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/27/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 2

Agenda

MAR 11 2013

Date: February 28, 2013
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: New Orleans, LA
Departure Date: June 2, 2013 Return Date: June 8, 2013
Conference Leave (Days / Hours): 6 days
Purpose of Travel: Microsoft TechEd Training Session

Traveler (s) Name: 1. Chadwick Nunn 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$3,700.00 Advance Registration Required: \$1,895.00

Department Name: Information Systems Fund Name: General

Additional Comments: Above estimate includes conference registration, lodging, meals, mileage,
and parking.

TOTAL ASSUMES PURCHASE AT DISCOUNTED RATE BY 03/22/2013

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

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$3,700.00 and advance registration of \$1,895.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$1,055.71</u>	
Budget Available:	<u>\$18,944.29</u>	
Current Requests:	<u>\$3,700.00</u>	
Budget Balance:	<u>\$15,244.29</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/28/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 10

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Auburn University Montgomery
Departure Date: March 12, 2013 Return Date: March 12, 2013
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Stress Management for Law enforcement officers

Annie Hamilton, Tony Hawthorne, Brian Recher, Joseph White, Kenneth Arnold

Traveler (s) Name: 1. Patricia Boyd, Dale Clarke 4. Verlesa Manora
2. Brandi Alexander 5. Andre Woods, Annie Smith
3. Iverirvella Oliver 6. Vincens Ruise, Marion Waver

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

Total (est.) Cost: \$0.00 Advance Registration Required: None
Department Name: Youth Facility Fund Name: 001-52604-265

Additional Comments: Free training

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

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 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>\$1,248.00</u>	
Budget Available:	<u>\$3,752.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$3,752.00</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAR 11 2013

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery Alabama
Departure Date: March 13, 2013 Return Date: March 13, 2013
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend conference on Adopted Adolescents and their families

Traveler (s) Name: 1. Garry Gregg 4. _____
2. Lois Caffey 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$90.00 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. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$90.00 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>\$1,248.00</u>
Budget Available:	<u>\$3,752.00</u>
Current Requests:	<u>\$90.00</u>
Budget Balance:	<u>\$3,662.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 12

Agenda

MAR 11 2013

Date: March 5, 2013
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery Alabama
Departure Date: March 22, 2013 Return Date: March 22, 2013
Conference Leave (Days / Hours): 8 hours
Purpose of Travel: Attend the Montgomery Administrative Assistants Conference

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

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

Total (est.) Cost: \$149.00 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. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$149.00 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>\$1,248.00</u>
Budget Available:	<u>\$3,752.00</u>
Current Requests:	<u>\$239.00</u>
Budget Balance:	<u>\$3,513.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 11

Agenda

MAR 11 2013

Date: February 25, 2013
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Tampa, FL
Departure Date: June 2, 2013 Return Date: June 6, 2013
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: to attend PRIMA'S Annual Conference

Traveler (s) Name: 1. Scott Kramer 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,744.04 Advance Registration Required: \$570.00

Department Name: Risk Management Fund Name: Liability

Additional Comments: Registration - \$570.00; Airfare - \$280.00; Mileage - \$103.96; Lodging - \$790.08
(Flying out of Birmingham Airport)

To: Scott Kramer, Risk Manager
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,744.04 and advance registration of \$570.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51100.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$4,208.16</u>	
Budget Available:	<u>\$10,791.84</u>	
Current Requests:	<u>\$1,744.04</u>	
Budget Balance:	<u>\$9,047.80</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 9

Agenda

MAR 11 2013

Date: February 20, 2013
To: Donald L. Mims, Administrator
From: Clay Henley, Chief Appraiser
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): 3 Days

Purpose of Travel: Auburn University Property Tax Education - "PT Exemptions and Abatements"
course

Traveler (s) Name: 1. Clay Henley 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$200.00 Advance Registration Required: \$200.00

Department Name: Appraisal Fund Name: Reappraisal

Additional Comments: Registration fee of \$200.00

To: Clay Henley, Chief Appraiser

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$200.00 and advance registration of \$200.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>120-51985.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$30,000.00</u>	
Approved Requests:	<u>\$2,744.36</u>	
Budget Available:	<u>\$27,255.64</u>	
Current Requests:	<u>\$200.00</u>	
Budget Balance:	<u>\$27,055.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 2/25/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 3

Agenda

MAR 11 2013

Date: February 15, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL

Departure Date: March 25, 2013 Return Date: March 25, 2013

Conference Leave (Days / Hours): 8 Hours

Purpose of Travel: to attend Auburn University Workforce Development Conference at Renaissance Hotel

Traveler (s) Name: 1. Barbara Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$45.00 and advance registration of \$45.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,736.45</u>	
Budget Available:	<u>\$12,263.55</u>	
Current Requests:	<u>\$45.00</u>	
Budget Balance:	<u>\$12,218.55</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/19/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 4

Agenda

MAR 11 2013

Date: February 20, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: April 11, 2013 Return Date: April 11, 2013
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: ASU Spring 2013 Career Fair

Traveler (s) Name: 1. Shenita Mitchell 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

Department Name: Personnel Fund Name: Merit System

Additional Comments: PLEASE USE ACCOUNT NUMBER 123-51961-190 RECRUITING

To: Barbara M. Montoya, Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$300.00 and advance registration of \$300.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>123-51961.190</u> (ex: 000-00000-000)
Description:	<u>Recruitment Expense</u>
Current Budget:	<u>\$2,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$2,000.00</u>
Current Requests:	<u>\$300.00</u>
Budget Balance:	<u>\$1,700.00</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Revised October 12, 2005 **179**

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 5

Agenda

MAR 11 2013

Date: March 4, 2013
To: Donald L. Mims, Administrator
From: Barbara M. Montoya, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: August 4, 2013 Return Date: August 7, 2013

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: to attend the Alabama Association of Public Personnel Administrators
Annual Conference

Traveler (s) Name: 1. Barbara M. Montoya 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$720.00 Advance Registration Required: \$250.00

Department Name: Personnel Fund Name: Merit System

Additional Comments: _____

To: Barbara M. Montoya, Director

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$720.00 and advance registration of \$250.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>123-51961-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,000.00</u>	
Approved Requests:	<u>\$2,736.45</u>	
Budget Available:	<u>\$12,263.55</u>	
Current Requests:	<u>\$765.00</u>	
Budget Balance:	<u>\$11,498.55</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/5/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 6

Agenda

MAR 11 2013

Date: March 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: 15950 Mosley Road, Stapleton, AL 36578
Departure Date: April 4, 2013 Return Date: April 4, 2013
Conference Leave (Days / Hours): 1 day
Purpose of Travel: Training in the Advanced Fourth Amendment Law

Traveler (s) Name: 1. Tracy Pezold 4. _____
2. J.R. Hornsby 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$130.00 Advance Registration Required: \$50.00
Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director
From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$130.00 and advance registration of \$50.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>124-52960.265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$12,650.00</u>
Approved Requests:	<u>\$11,715.99</u>
Budget Available:	<u>\$934.01</u>
Current Requests:	<u>\$130.00</u>
Budget Balance:	<u>\$804.01</u>

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 11 2013

Request # 7

Date: March 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: 15950 Mosley Road, Stapleton, AL 36578

Departure Date: March 27, 2013 Return Date: March 27, 2013

Conference Leave (Days / Hours): 1 day

Purpose of Travel: To attend an Investigating Sexual Assault Crimes class

Traveler (s) Name: 1. J.R. Hornsby 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$50.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$50.00 and advance registration of \$0.00 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>\$11,715.99</u>	
Budget Available:	<u>\$934.01</u>	
Current Requests:	<u>\$180.00</u>	
Budget Balance:	<u>\$754.01</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 8

Agenda

MAR 11 2013

Date: March 6, 2013
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: 240 Paul W. Bryant Drive, Tuscaloosa, AL

Departure Date: April 2, 2013 Return Date: April 5, 2013

Conference Leave (Days / Hours): 4 days

Purpose of Travel: To attend ASADS Conference

Traveler (s) Name: 1. ReBecca Johnson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$700.00 Advance Registration Required: \$0.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$0.00 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>\$11,715.99</u>	
Budget Available:	<u>\$934.01</u>	
Current Requests:	<u>\$880.00</u>	
Budget Balance:	<u>\$54.01</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 24

Agenda

MAR 11 2013

Date: February 25, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, AL
Departure Date: April 5, 2013 Return Date: April 7, 2013
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: ADAA 2013 Spring Extended Business Session

Traveler (s) Name: 1. Ellen Brooks 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,056.00 Advance Registration Required: \$375.00

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

Additional Comments: Ms Brooks would like the option of using either vehicle

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

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$1,056.00 and advance registration of \$375.00 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>\$4,231.50</u>	
Budget Available:	<u>\$40,768.50</u>	
Current Requests:	<u>\$1,056.00</u>	
Budget Balance:	<u>\$39,712.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 2/26/2013

cc: Finance Director / Buyer

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 25

Agenda

MAR 11 2013

Date: March 6, 2013
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Dallas, Texas

Departure Date: April 15, 2013 Return Date: April 19, 2013

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: To Attend: 13th Annual Family Justice Center Conference

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

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

Total (est.) Cost: \$3,449.00 Advance Registration Required: \$700.00

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 03/11/13 reimbursement of actual and necessary expenses in the
approximate amount of \$3,449.00 and advance registration of \$700.00 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>\$4,231.50</u>	
Budget Available:	<u>\$40,768.50</u>	
Current Requests:	<u>\$4,505.00</u>	
Budget Balance:	<u>\$36,263.50</u>	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 3/6/2013

cc: Finance Director / Buyer

MAR 11 2013

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Information Systems	REVIEWED:	S. Thomas	2/19/2013
DATE:	2/15/2013	Finance Director		Date
REQUESTED BY:	Lou Ialacci	APPROVED:		
Elected Official/Dept. Head		Administrator		Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Misc D P Equipment	001-51965.590	43,000	3,700	46,700
Repair and Maint Software	001-51965.240	440,600	(3,700)	436,900
TOTAL		483,600	0	483,600

JUSTIFICATION:

To cover the cost of equipment needed for a software update.

REQUEST NUMBER 2

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Small office equipment	786-51375.400	0	17,343	
Misc. Data Processing Equipment	786-51375-590	7,500	-7,500	0
Printers	786-51375-583	2,500	-2,500	0
Fund Balance	786-35900	0	-7,343	
TOTAL		10,000.00	0.00	0.00

To realign the budget for the purchase of new computer equipment for the new East probate location and reclassify budget to small equipment category. This is not a budget increase.

William Fain Associate Broker
Capital Realty Group River Region

The Honorable Dimitri Polizos
Montgomery County Commissioner

2/27/2013

Dear Dimitri

I want to thank you for giving me the opportunity to work with a fantastic group of Volunteers on the Library Board. My service has been rewarding to me and I hope my insight has been valuable to both the Board and you. I also want to thank you for your service to the tax payers of Montgomery County and your continued support for a smaller more efficient government. I am tendering my resignation to the Montgomery City/County Library Board effective as soon as you find a replacement.

Sincerely,



William Fain Associate Broker
Capital Realty Group River Region

Cc. Thomas McPherson and Juanita Owes

**Montgomery City-County Public Library
Board of Trustees
2012 Directory**

Thomas McPherson, President
County Appointment
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Phone W #264-7919 F #264-7917
Cell #202-5533
edrs@knology.net
Term Expires: June 1, 2016

Katie Bell
City Appointment
3613 Winterset Court
Montgomery, AL 36111-3361
Phone H #284-1800
Cell #318-1509
Fax #284-4002
katierb@charter.net
Term Expires: June 1, 2012

Catherine Wright
County Appointment
3865 Colline Drive
Montgomery, AL 36106-3357
Phone W #420-4252 H #277-9956
Cell #315-6854
cwright@trenholmstate.edu
Term Expires: June 1, 2014

Sylvia Harper
City Appointment
8549 Wexford Trace
Montgomery, AL 36117-8227
Phone W #265-1594 H #207-2144
Cell #207-2144
sharper@centralalabamaoic.com
Term expires: September 21, 2013

*** William Fain**
County Appointment
7029 Mid Pines Circle
Montgomery, AL 36117-8503
Cell #398-3344
wtfain@charter.net
Term Expires: June 1, 2015

Jim Earnhardt, Vice President
City Appointment
4013 Meredith Drive
Montgomery, AL 36109-2344
Phone H #279-8859 W #261-1525
jme@knology.net (H)
jeanhardt@gannett.com (W)
Term Expires: June 21, 2013

Gary Burton, Secretary
County Appointment
13812 U.S. Hwy 31
Hope Hull, AL 36043-5104
Phone H #288-7414
Phone W #281-9439 F #264-7917
Cell #315-2235 Fax #281-9419
garyburton1@charter.net
Term Expires: June 1, 2014

Courtney Williams
City Appointment
P.O. Box 2069
Montgomery, AL 36102-2069
Phone W #241-8054
Fax W #241-8254
mcw@chlaw.com
Term Expires: September 21, 2012

Amy Knudsen
County Appointment
2926 Jamestown Drive
Montgomery, AL 36111-1211
Phone W #244-2587
Phone H #834-1808
Cell #549-5005
Amy.Knudsen@aronov.com
Term Expires: June 1, 2016

Janet Waller
City Appointment
2307 Allendale Place
Montgomery, AL 36111-1636
Phone H #264-8923
Cell #504-250-1219
jmwall@earthlink.net
Term Expires: September 21, 2014

Betsy Atkins
County Appointment
201 Laurel Springs Court
Pine Level, AL 36064-0059
Phone H #334-584-9294
Term Expires: June 1, 2013

Paulette Moncrief
County Appointment
4216 Green Meadow Drive
Montgomery, AL 36108-5010
Phone W #834-0033 H #288-5584
Cell #399-2456 Fax #264-3344
pmoncrief@montgomerycommaction.com
Term Expires: June 1, 2013

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

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

Eddie R. Johnson, Treasurer
City Appointment
P.O. Box 302101
Montgomery, AL 36104-2101
Phone W #242-9960
ejohnson@alsde.edu
Term expires: June 21, 2011

Chester Mallory
City Appointment
P.O. Box 6056
Montgomery, AL 36106-0056
Phone W #262-7773
Cell #303-4802
cmallory@mindspring.com
Term expires: September 21, 2014

Kenneth Coleman
City Appointment
P.O. Box 160
Montgomery, AL 36101-0160
Phone W #832-3301
Cell #850-4213
kecolema@southernco.com
Term expires: September 21, 2012

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

4 Year Terms

Library Home Page
<http://www.mccpl.lib.al.us>
1/13/2011

MAR 11 2013

Tammy Nix

From: Gallion III, Thomas T. <ttg@hsy.com>
Sent: Wednesday, February 27, 2013 10:33 AM
To: Donald Mims
Subject: FW: Montgomery County Commission - Vacation of Utility Easement
Attachments: 9-Chantilly Corners Plat No. 1 (PB 48 Pg 190).pdf; 11-Easement-Montgomery Co. Comm. (RLPY 1103 Pg 796).pdf

From: James Dickens [mailto:jrd@rushtonstakely.com]
Sent: Wednesday, February 27, 2013 9:54 AM
To: Gallion III, Thomas T.
Subject: Montgomery County Commission - Vacation of Utility Easement

Tommy – I have a client who is under contract to purchase an undeveloped outparcel at the corner of EastChase Parkway and Minnie Brown Road (in the old Bruno's shopping center). This outparcel is shown as "Lot 4" on the attached plat. Minnie Brown Road used to run through this lot, but it was partially vacated and re-routed to its present configuration in connection with the development of this shopping center. Prior to this, Sam Kaufman granted the attached Utility Easement – which ran adjacent to the north side of the old Minnie Brown Road right-of-way – to the Montgomery County Commission. The plat contains a note that it effects a vacation of this easement and/or that this easement was vacated in connection with the vacation/re-routing of the Minnie Brown Road right-of-way. However, the right-of-way vacation documents do not mention the easement and the plat was not signed by the Montgomery County Commission.

Would the Commission be willing to formally relinquish its rights in and to this easement, at least insofar as it relates to Lot 4? If so, what would the process be to make this happen? I will gladly take the first stab at preparing the document if that would help.

My client is quickly approaching the end of its inspection period under the contract, so your prompt response is greatly appreciated. Please let me know if you have any questions. Thank you.

James R. Dickens, Jr.
Rushton, Stakely, Johnston & Garrett, P.A.
184 Commerce Street (36104)
Post Office Box 270 (36101-0270)
Montgomery, Alabama
P (334) 206-3218 F (334) 481-0805
jrd@rushtonstakely.com

RUSHTON ♦ STAKELY
Lawyers Since 1890

About Us



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STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

**ABANDONMENT AND RELINQUISHMENT
OF UTILITY EASEMENT**

KNOW ALL MEN BY THESE PRESENTS; THAT

WHEREAS, Samuel Kaufman conveyed to the Montgomery County Commission that certain Utility Easement dated May 25, 1990, as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 1103, at Page 0796 (the "Utility Easement"); and

WHEREAS, there has been recorded that certain Corrected Map of Chantilly Corners, Plat No. 1, which is recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 48, at Page 190 (the "Plat"); and

WHEREAS, the Plat indicates that the Utility Easement is "VACATED BY THIS PLAT", but the Montgomery County Commission did not join in the execution of the Plat; and

WHEREAS, the Montgomery County Commission has determined that there are no active utility facilities in the area affected by the Utility Easement, that it has no need for the use thereof, and that it desires to execute this instrument for the purpose of relinquishing all rights and interests it has in and to the Utility Easement.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Montgomery County Commission does hereby expressly abandon, relinquish, terminate and vacate any and all of its right, title and interest, of whatsoever kind and nature, in and to the Utility Easement.

[EXECUTION BEGINS NEXT PAGE]

IN WITNESS WHEREOF, the Montgomery County Commission has caused this instrument to be executed by its duly authorized officer on this _____ day of March, 2013.

MONTGOMERY COUNTY COMMISSION

By: _____
Its: _____

STATE OF ALABAMA)
 :
COUNTY OF MONTGOMERY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of the MONTGOMERY COUNTY COMMISSION is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said MONTGOMERY COUNTY COMMISSION on the date of this notary acknowledgement.

Given under my hand this the _____ day of March, 2013.

(SEAL)

Notary Public
My commission expires: _____

This instrument was prepared by:
James R. Dickens, Jr., Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
Post Office Box 270
Montgomery, Alabama 36101-0270
(334) 206-3100
RSJ&G File No. 9412-1

OFFICE OF THE GOVERNOR

ROBERT BENTLEY
GOVERNOR



STATE OF ALABAMA

ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS

JIM BYARD, JR.
DIRECTOR

February 26, 2013

The Honorable Elton Dean, Sr.
Chairman
Montgomery County Commission
c/o Central Alabama Regional Planning
and Development Commission
430 South Court Street
Montgomery, AL 36104

Dear Mr. Chairman:

RE: Modification No. 9
Grant No. ARRA DOE-028-09

Enclosed are two copies of the above-referenced Department of Energy Grant Modification.

Please sign and witness both copies and return one original to the Energy Division. Retain the other copy for your files. Also enclosed is an agreement form that must be signed and returned along with the grant modification.

If you have any questions, please call Willie Whitehead at (334) 242-5365.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Byard, Jr.", written over a horizontal line.

Jim Byard, Jr.
Director

JB/WW/ks

Enclosures

cc: Mr. Greg Clark, Executive Director

**MODIFICATION TO
2009 WEATHERIZATION GRANT AGREEMENT**

Grant Agreement No.: ARRA DOE-028-09
Modification No.: 9
Total Grant Amount: \$3,390,745.34

THIS MODIFICATION is entered into as of February 15, 2013, by and between the **ALABAMA DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS**, hereinafter, called the "Department," and the **MONTGOMERY COUNTY COMMISSION**, hereinafter, referred to as the "Subgrantee." This modification amends the Grant Agreement No. ARRA DOE-028-09 dated April 1, 2009.

1. **PURPOSE:** The purpose of this modification is to amend "**Paragraph 2: Funding**" the relative attachments of the above-referenced Grant Agreement.

a. **Paragraph 2: "Funding"** is hereby amended to read as follows:

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 \$3,390,745.34, expended in accordance with the budget provided in Attachment B of Modification 9, and for the full and completely satisfactory performance. Additional requirements relative to the Grant amount may be found in Attachment A, Paragraph 2. Any additional costs shall be borne by the Subgrantee.

2. **PURPOSE:** The purpose of this modification is to amend "**Paragraph 3: Duration**" to reflect the extension of the production period by six (6) months.

a. **Paragraph 3: "Duration"** is hereby amended to read as follows:

Duration: The Subgrantee shall commence performance of this Agreement on April 1, 2009, and shall complete all production of units outlined in its most recently modified Attachment A, including additional units undertaken to expend remaining subgrant funds, as noted in Attachment A, Paragraph 2, by April 30, 2013, and shall complete subgrant close out procedures to the satisfaction of the Department not later than May 31, 2013.

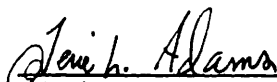
IN WITNESS WHEREOF THE DEPARTMENT AND THE SUBGRANTEE HAVE EXECUTED THIS AGREEMENT AS EVIDENCED BY THE SIGNATURES BELOW:

**ALABAMA DEPARTMENT OF ECONOMIC
AND COMMUNITY AFFAIRS**

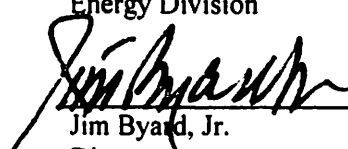
Department

MONTGOMERY COUNTY COMMISSION

Subgrantee

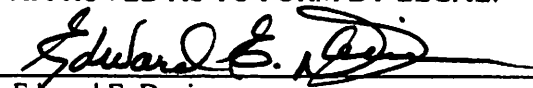
 February 15, 2013
Terri L. Adams, Chief Date
Energy Division

Authorized Official for Subgrantee Date

 Feb 25, 2013
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 AGREEMENT: ARRA DOE-028-09

MODIFICATION: 9

ATTACHMENT A

WORK TO BE PERFORMED

April 1, 2009

1. The Subgrantee shall weatherize a minimum of 402 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	402

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: ARRA DOE-028-09

MODIFICATION: 9

ATTACHMENT B

Budget Sheet

	ORIGINAL BUDGET	Final Invoice Deobligation	Final Expenditures/Budget	Increase	Total New Budget
ADMINISTRATIVE	\$227,739.00	-\$24,076.27	\$203,662.73	\$7,000.00	\$210,662.73
PROGRAM OPERATIONS	\$2,589,951.00	-\$6,365.34	\$2,583,585.66	\$19,500.00	\$2,603,085.66
HEALTH AND SAFETY	\$478,784.00	\$12,767.00	\$491,551.00	\$3,600.00	\$495,151.00
AGENCY LIABILITY INSURANCE	\$3,337.00	\$0.00	\$3,337.00	\$0.00	\$3,337.00
TRAINING & TECHNICAL ASSISTANCE	\$85,000.00	-\$6,491.05	\$78,508.95	\$0.00	\$78,508.95
FINANCIAL AUDIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$3,384,811.00	-\$24,165.66	\$3,360,645.34	\$30,100.00	\$3,390,745.34

TO: ANY JUDGE

**RE: GRANT NO: ARRA DOE-028-09
MODIFICATION NO: 9**

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**

Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
 401 Adams Avenue
 P.O. Box 5690
 Montgomery, AL 36103-5690

Form Revised January 10, 2013

Page 1

Application is hereby made for a grant under the program described in item 7 below in the amount and for the purpose set forth in this application

1. Applicant

Name Montgomery County Commission
 Address 115 South Perry Street
 Montgomery, AL 36104
 Phone #: 334-832-1339
 Fax # 334-832-2500
 E-Mail derrickcunningham@mc-ala.org

3. Authorizing Official

Name Elton Dean
 Title Chairman, County Commission
 Address 101 South Lawrence Street
 Montgomery, AL 36104

2. Implementing Agency

Name Montgomery County Sheriff's Office
 Phone # 334-832-4980

Phone # 334-832-1210
 Fax # 334-832-2533
 E-Mail eltondean@mc-ala.org

Signature *Elton Dean* Date: 3/7/13

4. Project Director

Name Lt. James Smith
 Address 115 South Perry Street
 Montgomery, AL 36104
 Phone # 334-832-7117
 Fax # 334-832-2500
 E-Mail jamessmith@mc-ala.org

5. Financial Officer

Name Sherrill Thomas
 Address 100 South Lawrence Street
 Montgomery, AL 36104
 Phone # 334-832-1207
 Fax # 334-832-2500
 E-Mail sherrillthomas@mc-ala.org

Signature *J. Smith* Date: 03/01/13

Signature *Sherrill Thomas* Date: 3/1/13

6. Type of Application

- ☒ Original
☐ Continuation of Previous Grant

Number: N/A

7. Program Under Which Application is Made
 Edward Byrne Memorial JAG Program

8. Project Start Date (Estimated)
 May 1, 2013

9. Project Ending Date (Estimated)
 June 28, 2013

10. Does this application require a prior cost approval?

☐ Yes ☒ No

11. Name of the Project (Brief Descriptive Title)
 Montgomery County Sheriff's Office Fingerprint
 Enhancement Program

12. Grant Funds Requested

\$16,110.00

13. Will other Federal Support be available for any part of this project? ☐ Yes ☒ No

14. Total Project Duration (in Months)

1

(If yes, identify and explain on Page 9)

15. DUNS Number
 099839086

16. CCR Registration Valid Until: (Date or CAGE code)
 378328

17. Project Summary:

The Montgomery County Sheriff's Office has been awarded a grant by the Alabama Department of Economic and Community Affairs (ADECA) for the purchase of new fingerprint identification equipment. The grant will provide a Livescan plus Advanced portable hand scanner and an FBI approved printer needed by the Sheriff's Office to keep up with the demands of criminal identification and sex offender registration in Montgomery County. Currently both Federal and Alabama law requires that all sex offenders be digitally fingerprinted. This equipment will aid in the requirement of multiple registrations of sex offenders, as well as address the problems of fingerprinting additional criminals due to the increased criminal activity within Montgomery County and the increased responsibility of the Montgomery County Sheriff's Office in obtaining and maintaining these fingerprint records. The Grant was made possible through a cooperative agreement between the Montgomery County Sheriff's Office and the Alabama Department of Economic and Community Affairs.

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ADECA
Law Enforcement / Traffic Safety Division
401 Adams Avenue
Montgomery, Alabama 36103-5690

GRANT APPLICATION
Standard Subgrant Conditions
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Standard Subgrant Conditions and Assurances – Applicant understands and agrees that a subgrant received as a result of this application shall be subject to and incorporate the following assurances and conditions of the federal funding agency from which the grant funds originate and the Law Enforcement and Traffic Safety (LETS) Division of the Alabama Department of Economic and Community Affairs (ADECA).

1. **Authority of Authorizing Official:** It possesses legal authority to apply for the subgrant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein; and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. **Records Management:** Applicant gives assurances to maintain such data and information and submit such reports, in such form, at such times, and containing such information as the State/Federal grantor may require. The ADECA, the Comptroller General of the United States, or any of the duly authorized representatives of the federal funding agency, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the subgrantee and to relevant books and records of subgrantee contractors, as provided under Public Law 98-473, "Victims of Crime Act of 1984"; Public Law 93-415, "The Juvenile Justice and Delinquency Prevention Act of 1974"; Public Law 108-79, "The Prison Rape Elimination Act"; Public Law 106-561, Public Law 107-273, Public Law 108-405, "The Paul Coverdell National Forensic Sciences Improvement Act"; Public Law 103-322, "The Violent Crime Control and Law Enforcement Act of 1994"; Public Law 100-690, "The Anti-Drug Abuse Act of 1988"; Public Law 104-034, "The Local Government Law Enforcement Block Grants Act of 1995"; Public Law 108-447, "The Consolidated Appropriations Act of 2005"; Public Law 109-162, "The Violence Against Women and Department of Justice Reauthorization Act of 2005"; Public Law 107-110, the "No Child Left Behind Act of 2001"; Public Law 104-235, the "Child Abuse Prevention and Treatment Act of 1996"; and Public Law 89-564, "The Highway Safety Act of 1966". Records of the subgrantee and contractors includes books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents. If an audit is required and/or performed, records pertinent to the award shall be retained for at least three years following the closure of the most recent audit report. If no audit is required and/or performed, records must be retained for a period of at least three (3) years from the date of submission of the Final Financial Report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.
3. **Funds Management:** Applicant assures that funds accounting, monitoring, and such evaluation procedures as may be necessary to keep such records as the State/Federal grantor agency shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received.
4. **Audit Responsibility:** Applicant agrees to comply with the organizational audit requirements of OMB Circular A-133, the current ADECA Audit Policy, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of ADECA grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the Subgrantee Administrative Manual (SAM) and the OJP Financial Guide, chapter 19.
5. Applicant understands and agrees that it cannot use any portion of funds from this award, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of ADECA.
6. **Potential Fraud, Waste, and Abuse, and Similar Misconduct:** The recipient must promptly refer to the ADECA / LETS any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either
 - (a) submitted a false claim for Edward Byrne Memorial JAG funds under the False Claims Act; or
 - (b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Edward Byrne Memorial JAG Act funds.

This condition also applies to any sub-recipients. Potential fraud, waste, abuse, or misconduct should be reported to the ADECA / LETS by –

Mail: Alabama Department of Economic and Community Affairs
Attention: LETS Division
401 Adams Avenue
Room 466
Montgomery, Alabama 36103-5690

E-mail: Bill.Babington@adeca.alabama.gov

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Law Enforcement / Traffic Safety Division
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Montgomery, Alabama 36103-5690

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7. **Subgrant Fiscal Reports:** Subgrantees shall submit a Subgrant Fiscal Report, LETS Form 54, for each quarter. Submission dates are as follows:

Period Covered	Report Due
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1– September 30	October 15
October 1 – December 31	January 15

Subgrantees have 60 days from the termination date of the subgrant to pay all encumbrances incurred during the subgrant period and submit a "Final Subgrant Fiscal Report". If quarterly reports are not filed on time, funds may be withheld until they are received.

8. **Subgrant Narrative Progress Report:** Subgrantee shall submit a Narrative Progress Report, LETS Form 55, or a specialized form provided in conjunction with an award for a specialized program, on a quarterly basis with the due dates identical to those above for the Quarterly Fiscal Report. The last quarterly report should become an "Annual Performance Report" whereby an assessment of the impact of the activities carried out under the subgrant is made. This report shall describe the activity undertaken and the results achieved. It shall include the data gathered on the approved performance indicators identified within the subgrant application or identified within a "Program Brief" detailing the program for which the application was submitted to implement.
9. **Published Material:** All published material and written reports submitted under this subgrant or in conjunction with the third party agreements under this subgrant will be originally developed material unless otherwise specifically provided for in the subgrant document. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided under the particular State/Federal subgrant.
10. **Title of Property:** Title of property acquired in whole or in part with subgrant funds in accordance with approved budgets shall vest in the subgrantee, subject to divestment at the option of the ADECA LETS Division, where its use for project or criminal justice purposes is discontinued. Subgrantees shall exercise due caution in the use, maintenance, protection, and preservation of such property during the period of project use.
11. **Non-Supplanting Certification:** Applicant understands and hereby certifies that Federal funds made available will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made for grant-related activities. Further, that matching funds required to pay the non-Federal portion of the cost of the project, for which subgrant funds are made available, shall be in addition to funds that would otherwise be made available for law enforcement, criminal justice, victim assistance and drug enforcement. Federal funds must supplement State and local funds, not supplant them.
12. **Discrimination Prohibited:** No person shall, on the grounds of race, religion, color, national origin, sex, handicap, or limited English proficiency be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under or denied employment in connection with subgrants awarded by the ADECA LETS Division pursuant to funding from the U. S. Department of Justice, the U. S. Department of Education, the U. S. Department of Health and Human Services, the National Highway Traffic Safety Administration, or the U. S. Department of Transportation. Recipients of these federal funds are also subject to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d (prohibiting discrimination in federally-funded programs on the basis of race, color, or national origin); Section 504 of the Rehabilitation Act of 1973, 2 U.S.C. 794 (prohibiting discrimination in such programs on the basis of handicap); the Age Discrimination Act of 1975, 42 U.S.C. 8108, et seq., and the Department of Justice Nondiscrimination Regulations at 28 CFR, Part 42, Subparts C, D and G. Recipients of funds are also subject to Title I (employment of qualified disabled individuals), Title II (equal benefits of programs, services and activities to disabled individuals), and Title III (public accommodations to disabled individuals for services and activities). This grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, handicap, or limited English proficiency against a recipient of funds, the applicant will forward a copy of the finding to the appropriate federal funding agency from which the program is funded, as well as to the ADECA LETS Division within 30 days of receiving notice.

No agency or victim assistance program shall discriminate against victims because the victim disagrees with the way the State is prosecuting the criminal case.

13. Equal Employment Opportunity Program: Applicant agrees to formulate, as required, an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. 42.301 et. seq. and certifies to the State that it, if required, has a current EEOP on file which EEOP will be provided to the State, if and when requested.
14. Continuation Funding: Subgrantee understands that the awarding of this grant in no way assures or implies continuation of funding beyond the project duration indicated on the subgrant award document.
15. Project Income: All interest in other income earned by the subgrantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, forfeiture funds, etc.) must be accounted for.
16. Program Income: The recipient agrees that all income generated as a direct result of this award shall be deemed program income. All program income earned must be accounted for and used for the purposes of funds provided under this award, including such use being consistent with the conditions of the award, the effective edition of the OJP Financial Guide and, as applicable, either (1) 28 C.F.R. Part 66 or (2) 28 C.F.R. Part 70 and 2 C.F.R. Part 215 (OMB Circular A-110) and the Subgrantee Administrative Manual (SAM). Further, the use of program income must be reported on the quarterly report, ADECA Form 54.
17. Procurement Standards: Subgrantees must comply with the State Bid Law and the Federal minimum requirements in regard to "Procurement Standards and Procedures". The basic minimum procurement standards are as follows:
 - a. Adequate and Effective Competition: All procurement shall be accomplished by obtaining adequate and effective competition to the maximum practicable extent consistent with the value, the nature, and the specifications of supplies and/or services to be procured.
 - b. A minimum of two bids are required on all procurement – unless the supplies, equipment or services are of a "Sole Source" nature, and in this instance (sole Source Contracts) must have prior approval of the ADECA LETS Division prior to placing of formal application.
 - c. Proposals for requests for bids must contain non-restrictive specifications.
 - d. All procurement shall be conducted so as to avoid collusion or actual conflicts of interest as well as any possibility of the appearance of collusion or conflicts of interest.
18. Accounting Requirements: Subgrantee agrees to record all project costs, both the ADECA LETS Division's and matching share, following generally accepted accounting procedures. A separate account number or cost recording system must separate all project costs from the subgrantee's other or general expenditures. Adequate documentation for all project costs, both the ADECA LETS Division's and matching share, must be maintained. Such financial records and supporting documentation must be retained and available for audit purposes. For record retention requirements, please refer to Item #2 on Page 1 of these conditions. Adequate documentation is defined as follows for each major budget category:
 - a. Personnel: Documentation must indicate payroll period, payment rate, hours per day, signature of employee and approval of supervisor.
 - b. Professional Services: For individuals, documentation must indicate time period, payment rate, hours per day, signature of consultant and approval of project director. For organizations, documentation must be a detailed billing indicating service performed or product delivered, payment rate consistent with contractual agreement and approval by project director.
 - c. Travel: Documentation must be detailed, signed by the employee and approved by the employee's supervisor.
 - d. Supplies, Operating Expenses, and Equipment: Documentation includes audited vendor invoices approved by the project director.
19. Equipment: Equipment purchased with Federal funds must continue to be used for its intended purpose as prescribed by the applicable authorizing legislation after the end of the project. If the use is discontinued, a refund may be due the ADECA LETS Division. The refund will be computed on resale value in accordance with the original matching ratio.
20. Allowable Cost: The allowance of costs incurred under any grant shall be determined in accordance with the general principles of allowance and standards for selected costs set forth in Office of Management and Budget (OMB) Circular No. A-87, "Cost Principles for State, Local, and Indian Tribal Governments", as further defined and delineated in the "Department of Justice Financial Guide", "Education Department General Administrative Regulations", "Highway Safety Grant Management Manual", and in the ADECA LETS Division Guidelines.

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21. **Expiration of the ADECA LETS Division Funds:** Regulations require that active grant funds for a fiscal year, which are not expended or obligated by the subgrantee at the end of the grant period, will lapse and revert to the ADECA LETS Division. Obligations outstanding as of the termination of the subgrant shall be liquidated and a "Final Financial Report" submitted within 60 days from termination date.
22. **Expenses Not Allowable:** Grant funds may not be expended for (a) items not part of the approved budget or separately approved by the ADECA LETS Division; (b) purchase of land; (c) purchase of buildings or improvements thereon, or payment of real estate mortgages, or taxes, unless specifically provided for in the grant agreement; or (d) dues to organizations or federations; (e) entertainment; (f) purchase of equipment unless provided for in the grant agreement; or (g) indirect (overhead) costs.
23. **Subgrant Adjustments:** Subgrantees must obtain prior written approval from the ADECA LETS Division for major project changes. These include (a) changes of substance in project activities, designs, or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; (c) changes in the approved project budget; and (d) project period extension.
24. **Utilization and Payment of Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Depending on the rules for each federal funding source, project funds may be made available through a fund advance and reimbursement procedure. Payments will be adjusted to correct previous over-payments or under-payments.
25. **Termination of Aid:** This grant may be terminated or fund payments discontinued by the ADECA LETS Division where it finds a substantial failure to comply with the provisions of PL 94-503 or regulations promulgated, including these grant conditions or application obligations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 94-503, and to PL 107-110, and to all procedures set forth in 34 CFR 80.43 and 20 USC 3474..
26. **Foreign Travel:** Travel outside the continental United States will not be approved for funding.
27. **Conflict of Interest:** In the use of the ADECA LETS Division's grant funds officials or employees of State or local units of government and non government grantees shall avoid any action which might result in, or create the appearance of:
 - a. Using his official position for private gain
 - b. Giving preferential treatment to any person
 - c. Losing complete independence or impartiality
 - d. Affecting adversely the confidence of the public in the integrity of the Government or this program
28. **Copyrights:** Where activities supported by this grant produce original books, films, or other copyrightable material, the grantee may copyright such, but federal funding agencies reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so.
29. **Lobbying:** No part of a subgrant shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before legislative bodies. However, this provision is not to be construed as limiting expenses for the purpose of testimony before legislative bodies reviewing the effectiveness of grant programs or to prevent introduction and support in the State Legislature of general statutory reform, such as criminal code revisions, etc.
30. **Bonuses or Commissions:** The subgrantee is prohibited from paying any bonus or commission to any individual for the purpose of obtaining approval of an application for the ADECA LETS Division assistance.
31. **Freedom of Information Act:** Pursuant to the Federal Freedom of Information Act (FOIA), 5 U.S.C. 552, and Section 521 of the Omnibus Crime Control And Safe Streets Act, all records, papers, and other documents required to be maintained by recipients of federal funds, including subgrantees and contractors, relating to the receipt and disposition of such funds, are required to be made available to the federal funding source. The FOIA also sets out that these records are to be made available to the public and press under the terms and conditions of the FOIA.
32. **Political Activity:** The restrictions of the Hatch Act, 5 U.S.C. Chapter 73, Subchapter III, concerning political activity by government employees are applicable to state and local government employees and to employees of private non-profit organizations that receive federal funds, whose principal employment is in connection with activities financed, in whole or in part, by federal grants.
33. **Environmental Impact:** Any application for subgrants or subcontracts, involving environmental changes or problems, must include either an environmental evaluation or a detailed environmental analysis as required by Section 102 (2) (c) of the National Environmental Policy Act.

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34. Clean Air Act and Federal Water Pollution Control Act Violation: In accordance with the provisions of the Clean Air Act (42 U.S.C. 1857), as amended by PL 91-604, the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended by PL 91-500 and Executive Order 11738, subgrants or contracts will not be made to parties convicted of offenses under these laws.
35. Age Discrimination in Employment Act of 1967: Any application for subgrants or subcontracts, involving the employment of personnel, must be in compliance with the Federal "Age Discrimination in Employment Act of 1967" (29 U.S.C. 621 et seq.), which, in brief form, sets out: "Sec. 4(a) It shall be unlawful for an employer – (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age; (2) to limit, segregate, or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee in order to comply with this Act".
36. Criminal Penalties: Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets, or property which are the subject of a grant or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to federal grant funding or in any record required to be maintained pursuant to federal grant funding shall be subject to prosecution under the provisions of 18 U.S.C. 1001. Any law enforcement program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to federal grant funding, whether received directly or indirectly from the ADECA LETS Division, shall be subject to the provisions of 18 U.S.C. 361.
37. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of ADECA.
38. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.
39. The sub-grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
40. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

It is understood and agreed by the undersigned that the subgrant received as a result of this application is subject to the above conditions.

Elton Dean

Signature of Authorized Official

Date

23-7

Grantees Other Than Individuals

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 28 CFR Part 67, subpart F. The regulation, published in the January 31, 1989 Federal Register, require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment (see 28 DFR part 67, Sections 67.615 and 67.620).

The grantee certifies that it will provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b) Establishing a drug free awareness program to inform employees about --
 - 1. The dangers of drug abuse in the workplace.
 - 2. The grantee's policies of maintaining a drug free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - 1. Abide by the terms of the statement.
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - 1. Taking appropriate personnel action against such an employee, up to and including termination.
 - 2. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

Place(s) of Performance: The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (Street Address, City, County, State, Zip Code):

115 South Perry Street	Montgomery	Montgomery	AL	36104
Street Address	City	County	State	Zip Code

Street Address City County State Zip Code

Street Address City County State Zip Code

Montgomery County Commission

Organization Name

Applicant or Grant Number

Elton Dean, Chairman

Name and Title of Authorizing Representative

Name and Title of Authorizing _____
Edton Nelson

Signature

2/27/13

Date

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion--
Lower Tier Covered Transactions
(Sub-Recipient)**

- 1 By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certifications this clause is a materiel representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participation a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 28 CFR Part 67, Section 67.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160 - 19211)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in these certification, such prospective participant shall attach an explanation to this proposal.

Elton Dean, Chairman

(Type or Print Name and Title of Authorized Representative)

Elton Dean

(Signature of Authorized Representative)

2/27/13

Date

Montgomery County Commission

(Name of Organization)

115 South Perry Street Montgomery, AL 36104

(Address of Organization)

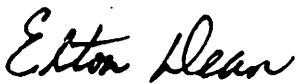
Certification Regarding Lobbying

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of \$100,000 or more

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

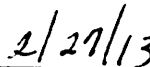
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form #LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Authorized Official

Chairman, Montgomery County Commission

Title



Date

Resolution of Applicant for Matching Funds

Whereas, the State of Alabama, through the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, under the Omnibus Crime Control and Safe Streets Act of 1968, (PL 90-351 as amended and other appropriate federal authorizations, is offering financial aid to combat rising crime, improve the criminal justice system, assist victims of crime, and assist in the problems of juvenile justice; and

Whereas, the **Montgomery County Commission** hereinafter referred to as Applicant, is of the opinion that it would be beneficial to make application for such assistance and

Whereas, said applicant agrees to be accountable for providing the cash match toward the total cost of said project,

NOW, THEREFORE, BE IT RESOLVED by the Applicant

that, Elton Dean Sr., in his/her official capacity

as Chairman, be authorized to make

application to the Alabama Department of Economic and Community Affairs, Law Enforcement/Traffic Safety Division, for said financial Assistance.

Adopted this the _____ day of _____ 2013

I, Elton Dean Sr., Chairman
(Name) (Title)

In and for the **Montgomery County Commission**

Do hereby certify that the above is a true and correct copy of a resolution adopted at their regular meeting of _____ 2013, and the same appears in the minutes of said meeting.

Witness by hand and official seal of the _____

This the _____ day of _____ 2013

Elton Dean

(Name)

(Title)

State of Alabama
Department of Economic and Community Affairs
Law Enforcement / Traffic Safety Division

Equal Employment Opportunity Program Certification

I, Elton Dean Sr. (Authorized Official), certify that the Applicant/Subgrantee
Montgomery County Commission
has formulated an Equal Employment Opportunity Program in accordance with 28 CFR 42.301, et seq., subpart E, and that it is on file in the office of:

Name: Elton Dean Sr.
Title: Chairman

for review or audit by officials of ADECA or the Grant Agency as required by relevant laws and regulations

Elton Dean Sr.
(Signature of Authorized Official) _____ (Date)

NOTE: If your organization is required to develop an EEOP plan, the above certification must be completed. If a plan is not required, then the below dcertification must be completed. The signed certification must be returned to ADECA Law Enforcemetn and Traffic Safety Division.

I, _____ (Authorized Official), certify that the Applicant/Subgrantee
Montgomery County Commission
is not required to formulate an Equal Employment Opportunity Program in accordance with relevant laws and regulations

(Signature of Authorized Official) _____ (Date)

ADECA / LETS Grant Application Part 8**Project Budget Narrative**

The equipment projected for this project is currently in use by numerous agencies throughout the state, to include the Montgomery County Sheriff's Office. The State of Alabama has completed the bid process and all items that are needed to complete the project for the Montgomery County Sheriff's Office are available through the State Contracts. There are no other expenses associated with this application.

Live-Scan System: from State Bid List, Item T710:

LIVESCAN SYSTEM, PORTABLE MODULAR, WITH ONE (1) YEAR 9/5 ON-SITE WARRANTY, CRIMINAL CARD PACKAGES WITH ACCOMPANYING SOFTWARE.
BRAND: CROSSMATCH
MODEL: LSCAN 500P

Printer, from State Bid List, Item T710

PRINTER, DUPLEX FINGERPRINT CARD PRINTER FOR CRIMINAL & APPLICANT CARDS PRINTER MUST BE FBI CERTIFIED.
BRAND: XEROX
MODEL: 4510

Livescan portable Hand Scanning station	1	\$ 14,660.00	\$ 14,660.00
FBI Certified Tenprint Card Printer (Duplex)	1	\$ 1,450.00	\$ 1,450.00
Equipment Purchase Sub-Total			\$ 16,110.00

All purchases and procurements made using funds awarded under this grant will be made in accordance to the State of Alabama Department of Finance, Division of Purchasing, Rules and Regulations and in accordance with Alabama Competitive Bid And Public Works Laws, Section 41-16-50(a).

The Financial Officer must sign here approving the budget as submitted.

Shirley Thomas
Signature of Finance Officer

3/1/13
Date

ADECA - LETS Grant Application
Project Budget Narrative

Grant App Part 8 (Page 1 of 1)

23-13

401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Page 7

Must be itemized

	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
See Attachment 2 (Operating Expense):	\$	-

5.

Must be itemized

[illegible]

Equipment Purchase Total	\$	18,110.00
---------------------------------	-----------	------------------

Lease or Rental Equipment	Qty	Unit Price	Total Item Cost
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
See Attachment 3 (Equipment)			\$ -

Lease or Rental Total	\$	-
-----------------------	----	---

Total Equipment Expense	\$	16,110.00
--------------------------------	-----------	------------------

Total Project Cost	\$	16,110.00
---------------------------	-----------	------------------

Matching Ratio:	ADECA / LETS %	100%	ADECA / LETS Support	\$ 18,110.00
	Match %	0%	Matching Contribution	\$ 18,110.00

2315

Alabama Department of Economic & Community Affairs
Law Enforcement/Traffic Safety Division
401 Adams Avenue
P.O. Box 5690
Montgomery, AL 36103-5690

Form Revised January 10, 2013

Page 9

22. Source of Contribution:

(Indicate Sources Per Instructions)

	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -
	\$ -

Total Matching Contribution: \$0.00
 Match Differential: \$0.00

Match from page 7 \$ -

23. Budget Summary and Projection:

(Total budget of applicant or implementing agency)

APPLICATION IS INCOMPLETE WITHOUT THIS

Budget Categories	Prior Phase	Present Phase	Successive Phase
A Personnel and Fringe	\$ -	\$ -	\$ -
B Contractual Services	\$ -	\$ -	\$ -
C Travel	\$ -	\$ -	\$ -
D Operating Expenses	\$ -	\$ -	\$ -
E Equipment	\$ -	\$ 16,110.00	\$ -
Total Budget of Applicant	\$ -	\$ 16,110.00	\$ -
Duration of Project Phase	12	12	12

24. Federal Support:

Will other Federal support be available for any part of this project?
 Yes ☐ No ☒ If "Yes", Explain:

25. Federal Submissions:

Have other Federal agencies been contacted for assistance on this or similar projects?
 Yes ☐ No ☒ If "Yes", Explain:

23-16



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

February 26, 2013

Chair of County Commission
Montgomery County Commission
Montgomery, Alabama

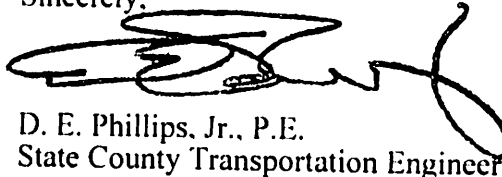
RE: STPNU – 5100 (204)
MCP 51-68-12
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,



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

DEP:MBH:aj

Attachment

cc: Mr. Clay McBrien
Mr. John E. Lorentson
Mr. George C. Speake
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT - FA

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

WITNESSETH

WHEREAS, the State and County desire to cooperate in the resurfacing of CR - 12, Hickory Grove Rd., from CR - 19, Pettus Rd. to CR - 48, Boyd Springs Rd. Length - 3.223 miles.
Project # STPNU - 5100 (204), MCP 51-68-12, CPMS Ref # 100058155.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the project cost.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. If necessary, the County will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The County will be the permittee of record with ADEM for the permit. The contractor shall be a co-permittee with the County for the permit, and shall comply with all requirements of the permit. The County and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The County will furnish the State (Division) a copy of the permit prior to any work being performed by the contractor.
- G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

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

FA Funds (2011)	\$64,003.23
FA Funds (2012)	\$355,351.60
FA Funds	
County Funds	\$104,838.71
Total (Incl. E&I & Indirect Cost)	\$524,193.54

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

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

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

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

M. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

N. To the extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees, in both their official and individual capacities, from and against claims, damages, losses, and expenses, including but not limited to attorneys fees, arising out of or resulting from performance of the work or maintenance of the roadway and/or shoulders by the COUNTY, provision of any services or expenditure of funds required, authorized or undertaken by the COUNTY pursuant to the terms of this agreement, or any damage, loss, expense, bodily injury, or death, or injury to or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, caused in whole or in part by the deliberate, intentional, wanton, reckless, fraudulent or negligent acts of the COUNTY, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its agents, servants or employees, or anyone whose acts the COUNTY may be liable.

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

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

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

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

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

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

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY: _____
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

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

Chief Engineer
Ronald L. Baldwin, P.E.

APPROVED AS TO FORM:

Jim R. Ippolito, Jr., Chief Counsel
Alabama Department of Transportation

Transportation Director
John R. Cooper

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

**GOVERNOR OF ALABAMA
ROBERT BENTLEY**

RESOLUTION NUMBER _____

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

Resurfacing of CR - 12, Hickory Grove Rd. from CR - 19, Pettus Rd. to CR - 48, Boyd Springs Rd.

Length - 3.223 miles. Project # STPNU - 5100 (204). MCP 51-68-12. CPMS Ref # 100058155.

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

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

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

ATTESTED:

County Clerk

Chairman, County Commission

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

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

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

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

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

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendation 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 Office of Administrative Hearings or where appropriate, private mediators.

AMENDED ALABAMA IMMIGRATION LAW:

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

MEMORANDUM

TO: John A. Mitchell, Deputy Administrator
FROM: Pat Silas, Purchasing Manager *ps*
DATE: March 4, 2013
SUBJECT: Position Fill for Mail Room and Stores Clerk

Request that I be allowed to fill a vacant Mail Room and Stores Clerk position in the Mail Room/Supply Room at Annex III. There are only two (2) positions in the Mail Room/Supply Room and since the retirement of one, it has left one person to over-see both areas.

I would like for this to be a promotional fill from within the Support Services personnel.

James Harris, who is currently a Groundskeeper in the Support Services Department, has been helping in the Mail Room/Supply Room, even before Jessie Dickerson retired and since she has left.

The pay grade for the Mail Room and Stores Clerk is A03 - \$24,414 - \$34,753 and Mr. Harris' pay grade is S06 - \$23,493 - \$33,444. Mr. Harris is at step 13 in pay grade S06; request that he be placed in pay grade A03, step 13, \$34,753.00. Please make this effective March 18, 2013.

Your help with this matter is most appreciated.

Attachment
Form 10

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Support Services-Purchasing

DEPARTMENT HEAD: Pat Silas, Purchasing Manager

SUPERVISOR: Pat Silas

1. 03/04/2013 dept request
2. _____ admin review
3. _____ personnel dept
4. _____ cert to admin
5. _____ dept selection
6. _____ final review

1. POSITION TITLE Mail Room and Stores Clerk (0775)

POSITION NUMBER 260775003 – Replacing Jessie Dickerson

PROPOSED EFFECTIVE DATE March 18, 2013

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTION REGISTER
DEPARTMENT ONLY

() TRANSFER

() OPEN COMPETITIVE REGISTER

() REEMPLOYMENT

PAY GRADE (A03) (\$24,414 - \$34,753)

Pay step to be based upon City & County of Montgomery Personnel
Rules & Regulations, Rule VI, Section 10 (a-promotion)

Department Head

Pat Silas

Date:

03/04/2013

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 _____

25-3

2
3
4
5
6
7
8
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.

28 Section 4. This act shall become effective on June
29 1, 2013, following its passage and approval by the Governor,
30 or its otherwise becoming law.

1 146794-1 : n : 12/20/2012 : ANS / th LRS2012-5959

2
3
4
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6
7
8
9 A BILL

10 TO BE ENTITLED

11 AN ACT

12
13 Relating to any Class 3 municipality organized under
14 Act 618, 1973 Regular Session (Acts 1973, p. 879); to further
15 provide for the membership of any airport authority
16 established by the city.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. Notwithstanding any other provision of
19 law, any airport authority established by any Class 3
20 municipality organized under Act 618, 1973 Regular Session
21 (Acts 1973, p. 879), shall have two additional members
22 appointed by the county commission of the county where the
23 municipality is located. Members appointed pursuant to this
24 section shall serve for terms as currently provided for other
25 members of the authority.

1 Section 2. All laws or parts of laws which conflict
2 with this act are repealed.

3 Section 3. This act shall become effective
4 immediately following its passage and approval by the
5 Governor, or its otherwise becoming law.

2
3
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8
9 A BILL

10 TO BE ENTITLED

11 AN ACT

12
13 Relating to Montgomery County; to provide for
14 service of process in Montgomery County; to increase the fee
15 for civil or criminal documents with certain exceptions; and
16 to provide for the disposition of funds.

17 BE IT ENACTED BY THE LEGISLATURE OF ALABAMA:

18 Section 1. This act shall only apply to Montgomery
19 County.

20 Section 2. (a) In addition to all existing charges,
21 fees, judgments, and costs of court, in the criminal division
22 of the district and circuit courts of Montgomery County, an
23 additional service of process fee of thirty dollars (\$30) per
24 document for service or attempted service shall be imposed.

25 (b) In addition to all existing charges, fees,
26 judgments, and costs of court, in the civil division of the
27 district and circuit courts of Montgomery County, an

1 additional service of process fee of thirty dollars (\$30) for
2 service or attempted service per document shall be imposed.

3 (c) The court official designated in Montgomery
4 County by law for the respective courts shall collect the
5 service of process fee designated in subsections (a) and (b)
6 and shall remit the fees collected to the Montgomery County
7 Commission to be deposited in the county general fund.
8 Notwithstanding the foregoing, the fee shall not be imposed
9 and collected if the court finds payment of the fee will
10 create a substantial hardship. A verified statement signed by
11 the person requesting service and approved by the court
12 attesting the substantial hardship shall be filed with the
13 clerk of the court.

14 (d) The district attorney, law enforcement, and
15 grand juries shall be exempt from payment of the fees provided
16 in this act.

17 Section 3. This act shall become effective on the
18 first day of the third month following its passage and
19 approval by the Governor, or its otherwise becoming law.

MAR 11 2013

Dates

EDUCATION (Including High School, Colleges, Advanced Degrees, Specialized Training)

<u>Name of School</u>	<u>City/State</u>	<u>Degree/Major</u>
Alabama State University	Montgomery, AL	CIS

SIGNIFICANT COMMUNITY INVOLVEMENT

List significant community, school, civic, religious, political, governmental, social, and athletic or any other areas of involvement over the last five years.

<u>Organization</u>	<u>Positions Held/Honors Received</u>	<u>Dates</u>	<u>Hours/Month</u>
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If you have received any awards or special recognition within the past five years, other than those received while you were in college, please list these.

In what kinds of volunteer activities would you like to become involved in the future?

Please answer the following, in 75 words or less:

- What leader do you most admire and what is it about his/her leadership style you admire?
I personally admire First Lady Michelle Obama, a woman who exemplifies poise, leadership, and respect. She wears many hats and wears them well; a mother, a wife, first lady of an entire nation, a strong advocate in her beliefs, a great supporter, as well as a profound listener.
- What do you expect to gain from participation in EMERGE Montgomery's Torchbearer Leadership Class?
Ultimately, I simply expect to gain all around exposure to new experiences and new people that I wouldn't encounter on a typical bases. In a nutshell, to expand my horizons.
- Discuss one specific problem you have observed in the River Region. Explain why it is important and the issues it raises and make at least one suggestion for its solution.
Over the years I've noticed significant diversification within the River Region, which is spectacular. I'd like to see the River Region expand on the different cultures we now have. In addition to that, more choices for kids entertainment. Our youth are just as important and must always be considered as well.

29-1

2013 Torchbearers Application

The Torchbearers Leadership Class is designed to equip young professionals with the skills and connections to become community leaders. Through opportunities and activities experienced through the Torchbearers curriculum, students will leave with an increased awareness of the problems and concerns the community faces; of local assets and resources within the community; of potential solutions to local problems; and of strategies for becoming more involved in the community. The end result will be a larger pool of young professionals who are attracted to remaining in the River Region to serve our community by serving on non-profit boards and becoming involved in the political process.

CRITERIA

Montgomery's Torchbearers Class is a skills-oriented, experiential leadership development program designed to involve, inform and increase the awareness of selected participants through interaction with community decision-makers. Application does not guarantee selection. Class size is up to 45 participants for each class. Class member selection is based on the following criteria:

- Diversity among a group of emerging leaders under age 40
- High standards of personal integrity
- Demonstrated community involvement or aspirations to become more involved
- A record of school, career or personal achievements
- Commitment of the necessary time and effort to complete the program
- Representation from a cross-section of the population (occupation, race, gender, achievements, community involvement, ETC.)

Applications are confidential, but Leadership Montgomery reserves the right to use information submitted for printed materials, should you be selected for the class. To ensure that those selected reflect the diversity of the community, applicants will be asked to specify their gender, race, and/or ethnicity.

TUITION

*(Tuition is generally paid by the employer. An extremely limited number of partial scholarships are available in special cases, such as for those who work for non-profit agencies, or for those who are self-employed. These scholarships are **only** available upon specific request. However, everyone is asked to pay something towards his/her tuition.)*

If accepted into the program, the applicant or his/her employer/sponsor will be billed for tuition of \$1,625, which will be due prior to the class orientation/reception. However, special payment plans can be arranged by the executive director *in special circumstances*. Tuition covers program costs, transportation, lodging, printed materials, staff time and most food. Tuition is non-refundable, in whole or in part, in the event the applicant fails to complete the program due to non-attendance or for other reasons. Tuition is subject to change.



City of **Montgomery**, Alabama

OFFICE OF THE MAYOR
Todd Strange, Mayor

Post Office Box 1111
Montgomery, Alabama
36101-1111

PH 334.625.2000
FX 334.625.2600

Agenda

MAR 11 2013

2013 MAR -5 PM 2:21

March 5, 2013

Mr. Donnie Mims
County Administrator
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Dear Donnie,

Pursuant to the guidelines of the ACCA Open Meetings Manual for Alabama Counties, the City of Montgomery requests that the County Commission go into Executive Session to discuss the "Purchase or Sale of Property" and the possibility of economic development incentives related to "Matters of Commerce and Trade".

We attest that the information to be discussed will be in compliance with the provisions of the Alabama Open Meetings Law Act No. 2005-40 and is intended to provide information and seek feedback. We do not expect any deliberation or decision to be made at this time.

Sincerely,

Todd Strange
Mayor

A Checklist for Conducting Lawful EXECUTIVE SESSIONS

		For Reference, See	
☐	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

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, March 18, 2013, at 8:00 in the morning.

Donald Z. Minia

Administrator

Elton N. Dean, Sr.

Chairman