

MINUTES OF REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 26, 2010

INFORMATION SESSION

Chairman Dean called the Meeting to Order at 8:00 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.

COMMENTS FROM SCHEDULED ATTENDEES, STAFF AND COMMISSIONERS

DISCUSSION BY THE COMMISSION

Chairman Dean informed the Commission that Administrator Mims was attending the International Family Justice Center Conference with District Attorney Ellen Brooks and other representatives from Montgomery and would not be attending the Commission meeting. Deputy Administrator Mitchell conducted the meeting in Administrator Mims' absence.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission on scheduled attendees.

DISCUSSION BY THE COMMISSION

The Commission discussed the Committee for Reorganization of Polling Places and Chairman Dean suggested that John Baker be added to the committee, Vice Chairman Ingram suggested that Bert Estes and Joyce Hubbard be added to the committee and Commissioner Williams suggested that William Winter also be added to the committee. The Commission agreed.

PRESENTATION BY PROBATE JUDGE REESE MCKINNEY, JR. AND DIRECTOR OF ELECTIONS TREY GRANGER

Probate Judge Reese McKinney, Jr. and Director of Elections Trey Granger briefed the Commission regarding the 2010 Polling Official Allocation. Mr. Granger informed the Commission that, because of the 2010 Budget Reductions, the Elections Center had to impose a 25% cut of polling workers. Vice Chairman Ingram inquired as to whether the State paid for the polling workers. Mr. Granger responded that the State will reimburse the County for the polling officials, but there were no funds in the budget to pay the officials. Mr. Granger stated that he would appreciate it if the Commission could loan the money for the payment.

Mr. Granger briefed the Commission regarding a quote with Geographic Information Services, Inc., (GISi) to develop a public facing web mapping application for Montgomery County's

Election Center. The cost of this project is \$10,490.00, which can be made in two installments of \$6,490 and \$4,000. Mr. Granger stated that the Elections Office is applying for a grant which, if awarded, the County will be reimbursed the total cost of the project. The Commission asked Judge McKinney to consult with Information Systems Director Lou Ialacci regarding his recommendation for this service and report back with the Commission prior to the 9:30 a.m. formal session.

Mr. Granger discussed the Position Fill Request for the Customer Service Clerk position. Chairman Dean stated that the County is under a hiring freeze and Customer Service Clerks who resign or retire do not need to be replaced in the Probate and Revenue Offices, but that the two departments should cross-train and share the existing Customer Service Clerks.

Chairman Dean informed Mr. Granger that they would be adding John Baker, Bert Estes, Joyce Hubbard and William Winter to the Committee for Reorganization of Polling Places and the Commission agreed to place this item on the next agenda.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell reminded the Commission that the ethics forms are due to the Alabama Ethics Commission no later than April 30, 2010.

Deputy Administrator Mitchell presented Budget Change Request Number 1 for the Detention Facility and Budget Change Request Number 7 for Engineering. The Commission agreed to waive rules and place these items on the agenda.

Deputy Administrator Mitchell reviewed items on the agenda.

DISCUSSION BY THE COMMISSION

Chairman Dean requested a \$500 appropriation to the Board of Education for the Seventh Annual Career Tech Extravaganza for Lee High School

Commissioner Polizos requested to add a \$1,000 miscellaneous appropriation to the American Red Cross, for Local Disaster Relief Fund from his account and also requested to add a \$500 miscellaneous appropriation to Child Protect, Inc., for support of their Mission of Service to Children of Abuse, from his account.

Commissioner Wilson requested a \$550 miscellaneous appropriation to the Montgomery Area Business Committee for the Arts, for payment of Montgomery County Commissioner's Annual Membership Dues and Voluntary Sustaining Fund Contribution, from his account.

Chairman Dean presented the Materials Option Renewal with Malcolm C. Hall and a Lease Agreement Renewal with Williamson Properties, Ltd., to purchase clay gravel.

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

PRESENTATION BY GRANT SPECIALIST SARA BYARD WITH CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION

Grant Specialist Sara Byard with Central Alabama Regional Planning and Development Commission informed the Commission that she will be submitting a grant application for the Cedar Point Sewer Project. Ms. Byard stated that there will be no additional cost to the County.

Ms. Byard briefed the Commission regarding a grant application for the Boys and Girls Club of South Central Alabama. Mr. Byard stated that, should the grant be awarded, the 3% grant administration fee will be covered by the Boys and Girls Club and requested that the County pay the 5% grant writing fee associated with the application. After discussion, the Commission agreed to waive rules and add this item to the agenda and, should the grant be awarded, the grant writing fee will be withheld from the County's annual appropriation to the Boys and Girls Club.

PRESENTATION BY DIRECTOR OF ELECTIONS TREY GRANGER

Director of Elections Trey Granger informed the Commission that Information Systems Director Lou Ialacci supported approval of the GIS Contract. The Commission agreed to waive rules and add this item to the agenda, subject to review by the County Attorney.

PRESENTATION BY ASSISTANT PERSONNEL DIRECTOR KAREN B. CASON

Assistant Personnel Director Karen B. Cason briefed the Commission regarding vacant positions within the Personnel Department and requested approval of a Clerk Typist II position. Chairman Dean stated that the County was still under a hiring freeze.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell briefed the Commission regarding options for the Youth Facility Groundskeeper. He stated that Support Services staff could maintain the lawns at the Youth Facility and a contractor could be hired to maintain the lawns at the parks in Montgomery County. The Commission agreed.

Deputy Administrator Mitchell presented letters from the Alabama Historical Commission stating that Old Selma Farm, 3145 Old Selma Road, had been added to the Alabama Register of Landmarks and Heritage and Fair Prospect Cemetery in Naftel had been added to the Alabama Historic Cemetery Register.

PRESENTATION BY MANAGER OF PUBLIC AFFAIRS DIDI HENRY

Manager of Public Affairs DiDi Henry briefed the Commission regarding an offer by CGI Communications, through NACo, to produce ten free one minute promotional videos for the county's new website, highlighting the benefits of living, working and visiting Montgomery County. Mrs. Henry answered the questions, as presented by the Commission, and was instructed that it would be discussed at the next meeting.

Mrs. Henry then reviewed upcoming events.

PRESENTATION BY COUNTY ENGINEER GEORGE C. SPEAKE

County Engineer George C. Speake briefed the Commission regarding a Metropolitan Planning Organization (MPO) Agreement and Resolution. Mr. Speake recommended approval of the agreement and adoption of the related resolution, which was on the agenda.

Mr. Speake also discussed with the Commission the necessity of renewing the Materials Option Agreement to purchase clay gravel for the Hall Pit and the Lease Agreement for the Williamson Pit. The Commission informed Mr. Speake that they had decided to waive rules and add these agreements to the agenda.

Additionally, Mr. Speake presented a letter replying to a request from the Alabama Department of Transportation, which Chairman Dean signed, concerning comments relating to proposed improvements on US 231 from Anderson Road to near Jasmine Hill Road.

Commissioner Dean asked that Mr. Speake inspect the condition of the roadway and drainage ditches on Cillie Lane concerning needed maintenance, and Commissioner Williams asked that Mr. Speake determine if there was anything the County could do concerning overgrown yards in Rosewood Subdivision.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented the Montgomery Public Schools Facility Plan Monthly Report #40 for the Month of March 2010 from T.C.U. Consulting Services, LLC.

PRESENTATION BY PARKS AND RECREATION SUPERINTENDENT JAMES WILLIAMS

Parks and Recreation Superintendent James Williams briefed the Commission regarding a grant for lighting at the East Montgomery Baseball and Softball Complex, which will cost approximately \$7,400. Mr. Williams stated the County could apply for a grant from MidSouth RC&D Council, but \$5,000 was the most that has ever been awarded for the County parks. Vice Chairman Ingram and Commissioner Polizos agreed that, should MidSouth award the \$5,000 grant, they would pay the cost of the remaining balance.

Chairman Dean informed his fellow Commissioners that Catoma Ballpark needs a parking lot. He stated that Mayor Strange agreed to pay for the labor of building the parking lot if the County purchased the material. The Commission asked Mr. Williams to present the cost of materials at the next meeting.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell presented a proposal to the Commission regarding the purchase of an underground propane storage tank to provide fuel for the generator at the K-9 Facility. If approved, the architect will proceed with a change order for approval by the Commission.

RECESS TO FORMAL SESSION

Chairman Dean recessed the Information Session to the Formal Session.

FORMAL SESSION

Chairman Dean welcomed everyone to the Formal Session.

The meeting was opened with Prayer led by Juvenile Detention Director Michael Provitt, of the Youth Facility, at the request of Commissioner Williams.

The Pledge of Allegiance was led by Commissioner Wilson.

Deputy Administrator Mitchell called Roll to Establish Quorum, and the following Commissioners were present: Chairman Dean, Vice Chairman Ingram and Members Polizos, Williams and Wilson. Also present were County Attorney Thomas T. Gallion, III, and County Engineer George C. Speake. County Administrator Mims was absent due to his attending the International Family Justice Center Conference in San Antonio, Texas.

Mr. Williams made a motion to approve the Minutes of the Regular Meeting of April 12, 2010. The motion was seconded by Mr. Polizos and unanimously approved by the Commission.

CONSENT AGENDA

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

Vice Chairman Ingram made a motion to approve the Accounts Payable and Payroll Checks, as presented by the Deputy Administrator. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Accounts Payable Checks and Payroll Checks Authorization, Consent Agenda Pages 1 through 5, are attached to these Minutes.)

RESOLUTION

ADOPTED RESOLUTION PROCLAIMING APRIL 2010 AS "THE MONTH OF THE MILITARY CHILD"

The Deputy Administrator requesting adoption of the following Resolution:

RESOLUTION

WHEREAS, thousands of brave Americans, including many citizens of Montgomery County; have demonstrated their courage and commitment to freedom by serving in our country's armed forces in Active, Guard and Reserve duty posts around the state, nation and world; and

WHEREAS, many of these service members have left families and children behind during their deployments; and

WHEREAS, over 3,838 Montgomery County children have at least one parent currently serving on Active, Guard or Reserve military duty; and

WHEREAS, the Month of the Military Child provides an opportunity to pay tribute to Alabama's military children for their commitment, struggle, and unconditional support of our troops,

NOW THEREFORE, BE IT RESOLVED THAT the Montgomery County Commission does hereby proclaim the month of April 2010 as

THE MONTH OF THE MILITARY CHILD

in Montgomery County, Alabama and encourages all of its citizens to recognize the contributions, courage and spirit of military children across Alabama.

We hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 26th day of April, 2010.

End of Resolution

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

Mr. Jimmy Smitherman, of the Alabama Cooperative Extension System, introduced Major Hubbert and his family, along with Operation Military Kids Liaison Charlene Hines and 4-H Regional Agent Candy Glover.

Commissioner Williams read and presented the resolution to Major Hubbert's family. He stated that he had not realized how many parents were left to raise the children alone while their spouses were away serving in the military and was proud to give this resolution to a family of the armed services.

Ms. Hines handed out pendants to each of the Commissioners and thanked them for their support.

Chairman Dean thanked Mr. Smitherman for bringing "The Month of the Military Child" to the Commissions' attention.

NEW BUSINESS

COUNTY COMMISSION – ADOPTED RESOLUTION APPROVING THE 2010 SALES TAX HOLIDAY

The Deputy Administrator requested adoption of the following Resolution:

RESOLUTION PROVIDING FOR MONTGOMERY COUNTY'S
PARTICIPATION IN THE "SALES TAX HOLIDAY"
IN AUGUST 2010, AS AUTHORIZED
BY ACT NO. 2006-574

WHEREAS, during its 2006 Regular Session, the Alabama Legislature enacted Act No. 2006-574, effective July 1, 2006, which provides an exemption of the state sales and use tax for certain non-commercial purchases related to school clothing and supplies during the first full weekend in August of each year; and

WHEREAS, Act No. 2006-574 authorizes the county commission to provide for an exemption of county sales and use taxes for purchases of items covered by the Act during the same time period in which the state sales and use tax exemption is in place, provided a resolution to that effect is adopted at least thirty days prior to 12:01 a.m. on the first Friday in August; and

WHEREAS, Code of Alabama 1975, § 11-51-210(e) requires that the county commission notify the Alabama Department of Revenue of any new local tax or amendment to an existing local tax levy at least 30 days prior to the effective date of the change; and

WHEREAS, the exemption of certain county sales and use taxes for the first full weekend of August 2010 herein adopted by the county commission is an amendment to the county's sales and use tax levy warranting notice to the Alabama Department of Revenue as provided in Code of Alabama 1975, § 11-51-210(e);

WHEREFORE BE IT RESOLVED BY THE MONTGOMERY COUNTY COMMISSION that it does hereby provide for an exemption of the 2½ percent county sales and use tax on purchases of items covered by Act No. 2006-574 beginning at 12:01 a.m. on August 6, 2010 and ending at twelve midnight on Sunday, August 8, 2010.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the April 26, 2010 meeting of the Montgomery County Commission, and be immediately forwarded to the Alabama Department of Revenue in compliance with Code of Alabama 1975, § 11-51-210(e).

IN WITNESS WHEREOF, the Montgomery County Commission has caused this Resolution to be executed in its name and on its behalf by its Chairman on this the 26th day of April, 2010.

I hereby certify that the above
Resolution was adopted by the
Montgomery County Commission
on this, the 26^h day of April, 2010.

End of Resolution

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

COUNTY COMMISSION – APPROVED BOARD APPOINTMENT TO MONTGOMERY
COUNTY COMMUNITY PUNISHMENT AND CORRECTIONS AUTHORITY

The Deputy Administrator presented the following memorandum from County Administrator Donald L. Mims requesting approval of Board Appointment to Montgomery County Community Punishment and Corrections Authority:

April 22, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims
County Administrator

SUBJECT: Montgomery County Community Punishment & Correction Authority Board
Appointment

On December 1, 2009, the term of Robert Porterfield, Jr. expired as a board member of the Montgomery County Community Punishment & Corrections Authority. During the County Commission meeting on April 12, 2010, Robert Gilpin, Wayne Rabren and Frank Brown were mentioned by Commissioners as candidates for the appointment.

I am requesting that the Commission make the appointment to this authority, with an expiration of December 1, 2012.

End of Memorandum

Vice Chairman Ingram made a motion to appoint Robert Gilpin for a term expiring December 1, 2012. The motion was seconded by Mr. Polizos. Vice Chairman Ingram, Mr. Polizos and Mr. Wilson voted in favor of the motion. Chairman Dean and Mr. Williams opposed and the motion carried. (Copy of Board Members' Appointment Page, Agenda Page 2-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED AGREEMENT REGARDING
TRANSPORTATION PLANNING PROCESS FOR THE MONTGOMERY URBANIZED
AREA AND ADOPTION OF RELATED RESOLUTION

The Deputy Administrator presented the following memorandum from County Engineer George C. Speake requesting approval of Agreement regarding Transportation Planning Process for the Montgomery Urbanized Area and Adoption of related resolution:

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: April 19, 2010

RE: Metropolitan Planning Organization (MPO) Agreement and Resolution

Please place on the nearest possible agenda for the Montgomery County Commission meeting approval of the attached agreement and resolution as requested by Robert E. Smith, Jr. of the MPO in his April 15, 2010, email, copy also attached.

If approved please have subject resolution executed and return to this office for further processing. Once all the applicable resolutions are passed by each respective governmental organization, Mr. Smith will send a separate agreement around to each particular MPO member for final execution of the agreement as described in subject email.

Attachments

End of Memorandum

Mr. Polizos made a motion to approve the agreement and adopt related resolution. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Email, Agreement and Related Resolution, Agenda Pages 3-2 through 3-13, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED SECOND ADDENDUM TO LEASE AGREEMENT
WITH EAST COMMERCE DEVELOPMENT COMPANY, LLC, FOR THE ALABAMA
EXTENSION SYSTEM OFFICE

The Deputy Administrator requested approval of Second Addendum to Lease Agreement with East Commerce Development Company, LLC, for the Alabama Extension System Office.

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Wilson and unanimously approved by the Commission. (Copy of Second Addendum to Lease Agreement, Agenda Pages 4-1 and 4-2, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED RENEWAL CONTRACT WITH AT&T FOR LONG DISTANCE SERVICES

The Deputy Administrator presented the following memorandum requesting approval of Renewal Contract with AT&T for Long Distance Services:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Sr., Deputy Administrator

DATE: April 21, 2010

SUBJECT: AT&T Contract Renewal for Long Distance

Request that the approval of the attached two (2) documents, one the “Master Agreement” for AT&T Services and the second one specifically for the long distance services, be placed on the agenda for the County Commission meeting on April 26, 2010.

The long distance service is one of many of the telecommunication services provided to the County by AT&T, which is also part of the reason for the good rates on all our services and equipment.

Coordination of this Agreement made with Mr. Lou Ialacci, Director of Information Systems and reviewed by Mr. Tommy Gallion, County Attorney.

Attachment

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Renewal Contract, Agenda Pages 5-2 through 5-15, is attached to these Minutes.)

COUNTY COMMISSION – APPROVED EQUIPMENT AND SERVICES SCHEDULE AND PURCHASE ORDER TO VERIZON WIRELESS

The Deputy Administrator presented the following memorandum requesting approval of Equipment and Services Schedule and Purchase Order to Verizon Wireless:

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: John A. Mitchell, Sr., Deputy Administrator

DATE: April 21, 2010

SUBJECT: Verizon Equipment and Services Schedule

Requests approval of the attached Equipment and Services Schedule and to issue a purchase order for these services to Verizon Wireless for a one (1) year period, be placed on the agenda for the County Commission meeting on April 26, 2010.

Coordination of this Equipment and Services Schedule made with Mr. Lou Ialacci, Director of Information Systems.

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Equipment and Services Schedule and Purchase Order, Agenda Pages 6-2 through 6-10, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED RENEWAL CONTRACT WITH AMERICAN BEHAVIORAL BENEFITS MANAGERS, INC., REGARDING MENTAL HEALTH AND EMPLOYEE ASSISTANCE PROGRAMS

The Deputy Administrator presented the following memorandum from Risk Manager Scott Kramer requesting approval of Renewal Contract with American Behavioral Benefits Managers, Inc.:

April 13, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: HIPPA Business Agreement Renewal – American Behavioral

On April 12th at the last County Commission meeting, I presented the American Behavioral contract for renewal of the mental health and employee assistance programs. The utilization of this program was emphasized as a benefit for our employees.

The Federal Government, with the American Recovery and Reinvestment Act of 2009, enacted the Health Information Technology for Economic and Clinical Health Act (HITECH Act). This act strengthened safeguard requirements in HIPPA agreements necessary to protect the

confidentiality, integrity and availability of personal health information in the performance of administrative services. The attached agreement has incorporated these changes. The County Attorney, Thomas Gallion, has reviewed this agreement. I am requesting that this item be placed on the next agenda for the County Commission's consideration of approval.

cc: John A. Mitchell, Sr.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Renewal Contract and Attorney Gallion's Opinion, Agenda Pages 7-2 through 7-14, are attached to these Minutes.)

RISK MANAGEMENT – APPROVED CONSULTING AGREEMENT WITH ALLEN CONSULTING REGARDING GENERAL AND AUTOMOBILE LIABILITY ACTUARIAL SERVICE

The Deputy Administrator presented the following memorandum from Risk Manager Scott Kramer requesting approval of Consulting Agreement with Allen Consulting:

April 19, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer
Risk Manager

SUBJECT: General & Automobile Liability Actuarial Service Contract

As I discussed in the April 12, 2010 Commissioner's meeting, I am requesting our general and automobile liability claims be reviewed by an actuary to determine an adequate fund balance. In the past, we have utilized the services of Danny Allen with Allen Consulting for our workers compensation actuarial services. The value of his services are reasonable, as he is familiar with our loss control software. I have attached his consulting agreement. The cost for his services and report are \$4,000. I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Wilson and unanimously approved by the Commission. (Copy of Consulting Agreement, Agenda Pages 8-2 and 8-3, is attached to these Minutes.)

Commissioner Wilson asked Risk Manager Scott Kramer if the County has ever used Allen Consulting and if so, was there a cost savings. Risk Manager Kramer responded that the County has used Allen Consulting in the past and had noted some savings.

RISK MANAGEMENT – APPROVED RISK MANAGEMENT POLICIES; FIRE, TORNADO/SEVERE THUNDERSTORM, BOMB THREATS, SUSPICIOUS MAIL AND SMOKE-FREE FACILITY

The Deputy Administrator presented the following memorandum from Risk Manager Scott Kramer requesting approval of Risk Management Policies; Fire, Tornado/Severe Thunderstorm, Bomb Threats, Suspicious Mail and Smoke-Free Facility:

April 19, 2010

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: Scott Kramer, Risk Manager

SUBJECT: Risk Management Policies

The following policies were presented in the April 12, 2010 Commissioner's meeting:

1. Emergency Action Plan - Fire
2. Emergency Action Plan – Tornado / Severe Thunderstorm
3. Emergency Action Plan – Bomb Threats
4. Emergency Action Plan – Suspicious Mail
5. Smoke-Free Facility Policy

These policies were coordinated with Elected Officials and Department Heads, as well as, City / County Emergency Management.

A couple of changes were made to the smoking policy to emphasize our smoke free facility, as requested by the Commission.

I am requesting that you place this item on the next agenda for the Commission's approval.

cc: John A. Mitchell, Sr.
Deputy County Administrator

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 Risk Management Policies, Agenda Pages 9-2 through 9-12, are attached to these Minutes.)

Risk Manager Scott Kramer told the Commission that the policies have been coordinated with each department head and the City/County EMA, establishing commitment and how to react appropriately during an emergency situation. The intent of the Smoke-Free Facility Policy is to get people to join the Cessation Group and also to protect those that do not smoke.

YOUTH FACILITY – APPROVED REACCREDITATION CONTRACT WITH AMERICAN CORRECTIONAL ASSOCIATION

The Deputy Administrator presented the following memorandum from Juvenile Detention Director Michael C. Provitt requesting approval of Reaccreditation Contract with American Correctional Association:

MEMORANDUM

To: Mr. Donald Mims, County Administrator

From: Michael C. Provitt, Detention Director

CC: Mr. Bruce Howell, Court Administrator

Date: 3/31/2010

Re: Reaccreditation Contract

Please find enclosed a request for approval of a reaccreditation contract between the Montgomery County Commission and the American Correctional Association.

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copies of Memorandum and Reaccreditation Contract, Agenda Pages 10-2 through 10-6, are attached to these Minutes.)

COUNTY COMMISSION – APPROVED MISCELLANEOUS APPROPRIATIONS REPROGRAMMING REQUESTS

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

April 26, 2010

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-2010-67: Montgomery Heat Athletic Association, Inc., for Youth Programs - \$1,000
- C-2010-68: American Red Cross, for Local Disaster Relief Fund - \$1,000
- C-2010-69: Child Protect, Inc., for Support of their Mission of Service to Children of Abuse - \$500
- C-2010-70: Hospice of Montgomery, Inc., for Indigent Patient Care - \$500
- NC-2010-96: Alabama Cooperative Extension System, for the Dairy Judging Team to Represent Montgomery County at the Nationals in Louisville, Kentucky - \$1,000
- NC-2010-97: BOE, Robert E. Lee High School, for Hall of Fame Ceremony – \$2,000

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-2010-68: Amended Miscellaneous Appropriation – American Red Cross, for Local Disaster Relief Fund - \$1,000
- NOTE: Commissioner Polizos requested to add \$1,000 of his discretionary money, for a total of \$2,000 appropriated to American Red Cross, for Local Disaster Relief Fund
- C-2010-69: Amended Miscellaneous Appropriation – Child Protect, Inc., for Support of their Mission of Service to Children of Abuse - \$500
- NOTE: Commissioner Polizos requested to add \$500 of his discretionary money, for a total of \$1,000 appropriated to Child Protect, Inc., for Support of their Mission of Service to Children of Abuse

C-2010-71: Montgomery Area Business Committee for the Arts, for Payment of Montgomery County Commissioner's Annual Membership Dues and Voluntary Sustaining Fund Contribution - \$550

NC-2010-98: BOE, for Seventh Annual Career Tech Extravaganza, Lee High School - \$500

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

COUNTY COMMISSION APPROPRIATIONS – APPROVED BUDGET CHANGE
REQUEST NUMBER 20

The Deputy Administrator presented Budget Change Request Number 20, County Commission Appropriations.

Vice Chairman Ingram made a motion to approve the budget change request. The motion was seconded by Mr. Polizos and unanimously approved by the Commission. (Copy of Budget Change Request Number 20, Agenda Page 12-1, is attached to these Minutes.)

COMMUNITY CORRECTIONS – APPROVED PAY STEP INCREASE FOR PROSPECTIVE
COMMUNITY CORRECTIONS OFFICER CANDIDATE, CAROLYN GREEN

The Deputy Administrator presented the following memorandum from Executive Director of Community Corrections Paul H. Brown requesting approval of Pay Step Increase for prospective Community Corrections Officer Candidate, Carolyn Green:

MEMORANDUM

April 19, 2010

TO: Donnie Mims – County Administrator
Montgomery County Commission

FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections Department

RE: Request for Commission Agenda Item - Request for Approval of Step 4 Salary for Prospective Community Corrections Officer

Please place on the agenda for the next scheduled County Commission meeting my request for the Commission to consider a prospective Community Corrections officer hire at Step 4 in Pay Grade A06.

I have reviewed the present Roster of candidates and interviewed five prospective candidates for Community Corrections Officer. The position of Community Corrections Officer became vacant in October of 2009 and was held open during the pendency of an employee disciplinary action.

The individual who is clearly the most qualified is the first individual on the Roster, Carolyn Green. This candidate has a Masters Degree in Student Personnel Administration and a BS degree in Social Science (sociology) along with 5 years experience with the Alabama State Board of Pardons and Parole where she presently is a supervisor. This individual reports her present salary as \$46,000 per year. This candidate is also an APOST certified Peace Officer.

This prospective employee is willing to accept a reduction in salary to leave the present position she is in due to a pending reassignment to the Montgomery Field Office. This prospective candidate is seeking to work with an agency that works more closely with community organizations and supervises caseload sizes that permit more individual attention to offender needs. Based on this candidate's advanced degree, APOST certification, supervisory experience and 5 years of practical experience, I believe that this individual would merit a salary step well above the entry Step 1 on the present A06 salary scale. The present Community Corrections budget would allow me to offer a salary step of up to step 4 or \$38,222. The Step 1 salary for the A06 Pay Grade is \$34,561.

I recommend to the Commission and the City-County Personnel Board that this individual be hired as a Community Corrections Officer and based on her qualifications previously mentioned, I would recommend that she be hired at Step 4 on the A06 pay scale.

Respectfully submitted,

/s/Paul H. Brown - Executive Director
Montgomery County Community Corrections Department

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.

Vice Chairman Ingram asked for verification as to why the step increase is necessary. Executive Director Paul Brown explained that the candidate exceeds the required qualifications, as required by the job description.

VARIOUS DEPARTMENTS – APPROVED TRAVEL/TRAINING REQUESTS (5)

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

<u>DEPARTMENT</u>	<u>TRAVEL/TRAINING REQUESTS</u>
1. Detention Facility	Request Numbers 9 and 10
2. Youth Facility	Request Number 11
3. Risk Management	Request Number 9

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 14-1 through 14-5, are attached to these Minutes.)

WAIVED AGENDA RULES

Chairman Dean requested that the following items be added to the agenda and his fellow Commissioners concurred:

PROBATE JUDGE'S OFFICE (ELECTIONS CENTER) – APPROVED AMENDMENT
NUMBER ONE TO CONTRACT AGREEMENT WITH GEOGRAPHIC INFORMATION
SERVICES, INC., TO DEVELOP A PUBLIC FACING WEB MAPPING APPLICATION FOR
PROBATE JUDGE'S OFFICE, ELECTION CENTER, SUBJECT TO REVIEW BY COUNTY
ATTORNEY

The Deputy Administrator requested approval of Amendment Number One to Contract Agreement with Geographic Information Services, Inc., to develop a public facing web mapping application for Probate Judge's Office, Election Center, subject to review by County Attorney.

Mr. Wilson made a motion to approve Amendment Number One to Contract Agreement with Geographic Information Services, Inc., subject to review by County Attorney. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copies of Letter, Amendment Number One to Contract Agreement, Scope of Work and Attorney Gallion's Opinion, Agenda Pages 15-1 through 15-6, are attached to these Minutes.)

VARIOUS DEPARTMENTS – APPROVED BUDGET CHANGE REQUESTS (2)

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

<u>DEPARTMENT</u>	<u>BUDGET CHANGE REQUESTS</u>
1. Detention Facility	Request Number 1
2. Engineering	Request Number 7

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

COUNTY COMMISSION – APPROVED 5% GRANT WRITING FEE FOR THE BOYS AND GIRLS CLUBS OF SOUTH CENTRAL ALABAMA GRANT APPLICATION

The Deputy Administrator presented the following memorandum from Grant Specialist Sara Byard requesting approval of a 5% grant writing fee for the Boys and Girls Clubs of South Central Alabama Grant Application:

MEMORANDUM

TO: Mr. Donnie Mims, County Administrator

FROM: Sara Byard, Grant Specialist

DATE: April 21, 2010

RE: Alabama Department of Public Health Mini Grant Program

Please place this item on the County Commission's agenda for formal approval at the April 26, 2010 meeting. CARPDC is working on a grant proposal for the Boys and Girls Clubs of South Central Alabama. It is the Alabama Department of Public Health Mini Grant Program. The grant will be in the amount of \$28,000 and will be used to educate 6th graders on tobacco prevention. The County Commission referred CARPDC to work with the Boys and Girls Club on grants because you want us to help find funding for organizations that you support. We are requesting that should the application be approved, the 5% grant writing fee associated with this application be covered by the County Commission. The 3% grant administration fee will be covered by the Boys and Girls Club, should the grant be awarded.

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.

Vice Chairman Ingram clarified that the 5% grant writing fee will be withheld from the amount budgeted to Boys and Girls Clubs of South Central Alabama.

ENGINEERING DEPARTMENT – APPROVED MATERIALS OPTION RENEWAL WITH MALCOLM C. HALL TO PURCHASE CLAY GRAVEL

The Deputy Administrator presented the following memorandum from County Engineer Speake requesting approval of Material Option Renewal with Malcolm C. Hall to purchase clay gravel:

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: April 22, 2010

RE: Renewal of Materials Option to Purchase Clay Gravel – Malcom C. Hall Property

Please place on the agenda for the earliest possible Montgomery County Commission meeting approval of renewing our present materials option agreement with Malcom C. Hall for purchase of clay gravel.

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

Attachment

End of Memorandum

Mr. Polizos made a motion to approve the request. The motion was seconded by Vice Chairman Ingram and unanimously approved by the Commission. (Copy of Materials Option Renewal, Agenda Page 18-2, is attached to these Minutes.)

ENGINEERING DEPARTMENT – APPROVED LEASE AGREEMENT RENEWAL WITH WILLIAMSON PROPERTIES, LTD., TO PURCHASE CLAY GRAVEL

The Deputy Administrator presented the following memorandum from County Engineer Speake requesting approval of lease agreement renewal with Williamson Properties, Ltd., to purchase clay gravel:

MEMORANDUM

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

DATE: April 15, 2010

RE: Renewal of Lease Agreement for Purchase of Clay Gravel – Williamson Properties, Ltd.

Please place on the agenda for the April 26, 2010, Montgomery County Commission meeting approval of renewing our present lease agreement with Williamson Properties, Ltd. for purchase of clay gravel.

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

Attachment

End of Memorandum

Vice Chairman Ingram made a motion to approve the request. The motion was seconded by Mr. Williams and unanimously approved by the Commission. (Copy of Lease Agreement Renewal, Agenda Pages 19-2 through 19-5, is attached to these Minutes.)

COMMENTS BY COMMISSIONERS AND ATTENDEES

County Engineer George C. Speake stated that there was no storm damage from the storms that came through over the weekend.

Vice Chairman Ingram stated he was good to see everyone. He requested prayer for those that received damage from the storm.

Commissioner Williams told everyone good morning.

Commissioner Polizos also told everyone good morning.

Chairman Dean stated he was glad to see everyone.

Commissioner Wilson thanked everyone for being at the meeting.

RECESS TO INFORMATION SESSION

Chairman Dean recessed the Formal Session to the Information Session.

INFORMATION SESSION

COMMENTS FROM SCHEDULED ATTENDEES, STAFF, AND COMMISSIONERS

PRESENTATION BY JIMMY SMITHERMAN WITH THE ALABAMA COOPERATIVE EXTENSION SYSTEM

Jimmy Smitherman with the Alabama Cooperative Extension System informed the Commission that the Alabama Cooperative Extension System Urban Affairs, New and Nontraditional Programs will host its 2010 Successful Aging Initiative (SAI) Conference for Montgomery County on Thursday, May 27, 2010, and requested funding to help provide healthy snacks and a luncheon for the senior citizens in attendance at the program. Mr. Smitherman stated that Commission Polizos has appropriated funding for this event.

Chairman Dean and Vice Chairman Ingram requested a \$250 miscellaneous appropriation from each of their accounts for the event. The Commission agreed to place these items on the next agenda.

PRESENTATION BY FINANCE DIRECTOR SHERRILL THOMAS

Finance Director Sherrill Thomas briefed the Commission regarding Montgomery County's Financial Reports as of March 31, 2010. Ms. Thomas reviewed the projected Unreserved Fund Balance for September 30, 2010 for the General Fund and Emergency Fund. Also, Ms. Thomas stated that if the Sales/Use Tax Collection continued on the track it is on now, the projected Net Revenue for September 30, 2010 would be negative \$5,442,921. Ms. Thomas stated that the Sales/Use Tax Collection comparison was positive for March 2010 and looks to be positive for April 2010. Ms. Thomas presented the Commission the estimated remaining expenditures for building project as of April 22, 2010.

Chairman Dean asked Ms. Thomas if, in her opinion, the County could afford to lift the hiring freeze and she responded no.

COMMENTS FROM DEPUTY ADMINISTRATOR MITCHELL

Deputy Administrator Mitchell informed the Commission that the jail cost per diem rate for housing inmates at the Montgomery County Detention Facility has been finalized and will be submitted at the next meeting.

ADJOURNMENT

Vice Chairman Ingram made a motion to adjourn the meeting of the Montgomery County Commission on April 26, 2010, at 10:21 a.m. The motion was seconded by Commissioner Williams and unanimously approved by the Commission.

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-16-10

Check Number	To	Check Number
206871		206991
Total Checks Paid		\$588,753.51

CHECK #	PAYEE	AMOUNT	DATE
206869	Ben Atkinson Motors, Inc.	\$ 43,318.00	04/13/10
206870	Ben Atkinson Motors, Inc.	\$ 43,318.00	04/13/10

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

04-26-10 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-16-10

Check Number	To	Check Number
206992		207142
Total Checks Paid		\$616,925.95

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 04-23-10

Check Number	To	Check Number
207143		207151
Total Checks Paid		\$59,360.14

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 04-23-10

Check Number	To	Check Number
207152		207187
Total Checks Paid		\$339,354.11

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
04/23/10

Payroll Check Number	102974	To	Payroll Check Number	103145	\$ 125,979.94
Direct Deposits					\$ 796,159.19
Payroll Check Number	103147	To	Payroll Check Number	103175	\$ 274,834.65
Direct Deposits					\$ 321,106.02
Federal Deposits					\$ 320,822.12
Total Payroll Paid					\$ 1,838,901.92

<u>CHECK #</u>	<u>PAYEE</u>	<u>AMOUNT</u>	<u>DATE</u>
102969	Andrew O. Ibidapo	\$ 378.47	04/16/10
102970	Eddie Rogers	\$ 305.98	04/16/10
102971	Lisa Pratt	\$ 70.62	04/16/10
102972	Nagatha Monday	\$ 294.37	04/16/10
102973	Romona Nicole Albright-Taylor	\$ 15.49	04/16/10
103146	James Colburn Rogers	\$ 1,083.44	04/23/10

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

Montgomery County Community Punishment & Correction Authority

Members:

Term Expires:

*

Robert Porterfield, Jr.
3683 Oak Street
Montgomery, AL 36105
Home: 264-8566 Work: 215-8290

12/1/2009

Rev. Edward J. Nettles, Sr.
3706 Menlo Court
Montgomery, AL 36116
Home: 284-5210 Work: 262-2205

12/1/2010

Daniel Harris
3857 Colline Drive
Montgomery, AL 36106

12/1/2010

Willie Jones
2607 Westwood Drive
Montgomery, AL 36108
Home: 262-1199 Work: 834-2232

12/1/2012

James E. Williams
P.O. Drawer 5130
Montgomery, AL 36103
Home: 834-4746 Work: 263-6621

12/1/2012

Lawson R. Bryan
3000 Bankhead Avenue
Montgomery, AL 36106
Home: 356-3111

12/1/2012

Paul R. Cooper
312 Scott Street
Montgomery, AL 36104
Work: 262-4887

12/1/2012

District Attorney Ellen Brooks
Work: 832-2550

1/17/2011

Sheriff D.T. Marshall
Work: 832-2593

1/20/2011

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

George Speake

From: Smith, Robert [rsmith@montgomeryal.gov]
Sent: Thursday, April 15, 2010 10:29 AM
To: mayorsoffice@bellsouth.net; acrt@mindspring.com; jillar@dot.state.al.us; Strange, Todd Contact Card; mark.bartlett@fhwa.dot.gov; Charles Jinright(Contact-Card); Kelvin Miller; Calhoun, CC; acrt@mindspring.com; Lorentson, John; ereeves@elmoreco.org; autwater1@aol.com; Jinright, Charles; Kimberly D. Chamberlain; Elton N. Dean, Sr.; Davis, Tracie; mayor; Groves Jr., Kenneth J.; coosadamayor@elmore.rr.com; coosada@elmore.rr.com; Strange, Todd Contact Card; milbrk@mindspring.com; wmduncan@elmore.rr.com; DiDi Henry; sheila.morrisette@prattvilleal.gov; wkuili@wkupchurch.com
Cc: autaugacorural@bellsouth.net; director@carpdc.com; Joel T. Duke; Richie Beyer; Doolin, Jim; George Speake; Janice Whorton; acrd@bellsouth.net; Greg Clark; jpeters@elmore.rr.com; Kevin Boone; James Kelley; stu@elmore.rr.com; Kloflin@elmore.rr.com; autaugacorural@bellsouth.net
Subject: MPO Agreement Reminder/Local Government Resolutions Needed
Attachments: Agreement Montgomery PlanningProcess Urbanized 3-29-10.doc; City of Montgomery_MPO Agreement Resolution_041410.doc; City of Millbrook_MPO Agreement Resolution_041410.doc; Autauga County_MPO Agreement Resolution_041410.doc; Town of Coosada_MPO Agreement Resolution_041410.doc; City of Prattville_MPO Agreement Resolution_041410.doc; City of Wetumpka_MPO Agreement Resolution_041410.doc; Elmore County_MPO Agreement Resolution_041410.doc; Montgomery County_MPO Agreement Resolution_041410.doc; CARPDC_MPO Agreement Resolution_041410.doc

Montgomery MPO Voting Members:

This email is to remind you that I need the MPO Agreement resolutions passed by your legislative bodies (city or town council) at Cities or Towns and by County Commissions. I have attached the Agreement document in word format. The resolutions that are needed to be passed by your legislative body start on page 10 of the agreement document.

I have also attached each government's specific resolution to make it easy so you don't have to go to the document to print the specific page. Please pick resolution that is for your city, town, county or CARPDC and get them passed by your legislative body at it's next meeting. Each governmental body has a resolution specific to it. Once they are signed please forward them to me so that I can compile the agreement document.

Once all resolutions have been passed I will either send an MPO staff member around to get each signature for the overall the agreement resolution.

If you have any questions or need any assistance feel free to give me a call or email me. Let me know if I left someone out. I believe I got them all.

Thanks,

Robert

Robert E. Smith Jr.
Senior Transportation Planner, MPO Administrator
Planning and Development Department
Transportation Planning Division
City of Montgomery/MPO
Intermodal Transportation Facility
495 Molton Street
Montgomery, AL 36104
Phone: (334) 241-2249
Cellular: (334) 651-5531
Fax: (334) 241-2326
Email: rsmith@montgomeryal.gov
City of Montgomery website: <http://montgomeryal.gov/index.aspx?page=205>
MPO website: <http://www.montgomerympo.org>

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE MONTGOMERY URBANIZED AREA
BETWEEN
THE COUNTIES OF
MONTGOMERY
AUTAUGA
ELMORE
AND THE
MUNICIPALITIES OF MONTGOMERY, PRATTVILLE,
MILLBROOK, COOSADA, AND WETUMPKA
AND THE
CENTRAL ALABAMA REGIONAL PLANNING AND DEVELOPMENT COMMISSION
AND THE
STATE OF ALABAMA**

Sec. 1-1.

An agreement concerning a Metropolitan Transportation Planning Process for the Montgomery Urbanized Area, as defined by the U.S. Census Bureau between the Counties of Montgomery, Autauga, and Elmore,

hereinafter referred to as COUNTIES;
the municipalities of Montgomery, Prattville, Millbrook, Coosada and Wetumpka,

hereinafter referred to as CITIES;
the Central Alabama Regional Planning And Development Commission,

hereinafter referred to as COMMISSION;
and the State of Alabama (acting by and through the Alabama Department of Transportation,

hereinafter referred to as STATE.

Sec. 1-2.

(a) WHEREAS, Section 134 of Title 23 of the United State Code and Sections 1604 (1), 1607 (a), and 1607 (c) of Title 49 of the United States Code require that each urbanized area, as a condition of the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and

(b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on August 10, 2005, new regulations concerning metropolitan transportation planning process based on the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU).

Sec. 1-3.

NOW, THEREFORE, it is hereby agreed as follows:

(a) The parties to this agreement resolve to support a continuing process for the Montgomery urbanized area, as defined by the U.S. Census Bureau hereinafter referred to as the "3C PROCESS;" and

(b) FURTHERMORE, it is understood by the parties to this agreement that an unwillingness to participate in the 3C PROCESS" may result in the Secretary of Transportation refusing to approve federal-aid funds for surface transportation within the Montgomery urbanized area.

(c) IT IS agreed and further understood by the parties of this agreement that by execution of this agreement upon and on behalf of the state, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Montgomery urbanized area:

- Chairman, Montgomery County Commission
- Chairman, Autauga County Commission
- Chairman, Elmore County Commission
- Mayor, City of Montgomery
- Two members of the Montgomery City Council
- Mayor, City of Prattville
- Mayor, City of Millbrook
- Mayor, Town of Coosada
- Mayor, City of Wetumpka
- Director of Planning and Development, City of Montgomery
- Sixth Division Engineer, Alabama Department of Transportation
- Executive Director, Central Alabama Regional Planning and Development Commission (non-voting)
- Division Administrator, Federal Highway Administration (non-voting)
- Transportation Planning Engineer, Alabama Department of Transportation (non-voting)

(d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under federal regulations when this agreement is signed by the Governor. The MPO may add non-voting members to the MPO as it deems appropriate.

(e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the Metropolitan Planning Organization as identified herein.

Sec. 1-4.

(a) The responsibilities of the Metropolitan Planning Organization will be as follows:

- 1) Organize and elect a Chairman, Vice-Chairman, and establish its rules of procedure and by-laws.
- 2) Appoint members of the Transportation Technical and Citizens' Advisory Committees.
- 3) Take official action on Transportation Technical and Citizens' Advisory Committees' recommendations and other matters pertaining to furthering the planning process.
- 4) Set the transportation study area and federal-aid urban area boundaries.
- 5) Adopt transportation goals and objectives to guide the Montgomery urbanized area metropolitan planning process.
- 6) Annually endorse the Unified Planning Work Program which documents the transportation related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and all subsequent Federal regulations and other funding sources.
- 7) Review and endorse the Long Range Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
- 8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and federal regulations.
- 9) Adopt and submit plans and recommendations to participating agencies and local governments.

(b) IT IS further agreed that a representative Transportation Technical Advisory Committee, to be appointed by the Metropolitan Planning Organization, will have the following responsibilities:

- 1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
- 2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

(c) IT IS further agreed that a representative Transportation Citizens' Advisory Committee, to be appointed by the Metropolitan Planning Organization, (if the MPO determines a Citizen's Advisory Committee is necessary) will have the following responsibilities:

- 1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements.
- 2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5.

(a) IT IS further agreed that the City of Montgomery accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program, as it is the designated urbanized area as defined by the United States Department of Commerce Bureau of the Census.

(b) IT IS further agreed that the City of Montgomery accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104F and 49 U.S.C. 1607, as it is the designated urbanized area as defined by the United States Department of Commerce Bureau of the Census.

(c) IT IS further agreed that the City of Montgomery will have the following duties and responsibilities:

- 1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the Unified Planning Work Program as the urbanized area designee.
- 2) Arrange meetings, set agenda, and serve as Secretary for the Metropolitan Planning Organization, Transportation Citizens' Advisory Committee, and Transportation Technical Advisory Committee.
- 3) Coordinate the development of the documents and material necessary for the MPO endorsements.
- 4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification.
- 5) Coordinate the implementation of the planning tasks outlined in the Unified Planning Work Program.

Sec. 1-6.

- (a) IT IS further agreed that the STATE will have the following responsibilities:
- 1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines.
 - 2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7.

- (a) IT IS recognized by the parties to this agreement that the COMMISSION performs the functions required by the Office of Management and Budget Circular A-95 (Evaluation, Review, and Coordination of Federal and Federally Assisted Programs and Projects).
- (b) IT IS envisioned that the membership of the Metropolitan Planning Organization, as set by this agreement, and the Board of Directors of the COMMISSION will continually overlap to insure coordination of the "3C PROCESS" and regional plans.
- (c) IT IS further envisioned that the Executive Director of the COMMISSION, as a non-voting member of the Metropolitan Planning Organization, will review proposed programs and projects of the "3C PROCESS" and comment on their relationship to regional planning.
- (d) IT IS agreed that the base data, statistics, and projections developed by the COMMISSION for regional comprehensive planning will be available to the City of Montgomery for determining socio-economic and land use data within the Montgomery metropolitan study area.

Sec. 1-8.

- (a) IT IS agreed that the agreement between the Counties of Montgomery, Autauga, and Elmore, the municipalities of Montgomery, Prattville, Millbrook, Coosada, and Wetumpka, the Central Alabama Regional Planning and Development Commission, and the State of Alabama Department of Transportation concerning a Transportation Planning Process for the Montgomery Urbanized Area, entered into on the 6th day of June, 1996, is hereby made null and void.
- (b) IT IS agreed that this agreement may be terminated by any party which provides the remaining parties written notice sixty days in advance of the termination date. Such

notice will be provided by registered mail and the termination date will be determined as that date sixty days from date of delivery.

(c) IT IS further agreed that this agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not advise the COUNTIES, the CITIES, and the COMMISSION by letter within thirty days after assuming office that this agreement has been discontinued.

(d) Nothing shall be construed under the terms of this agreement by the COUNTIES, the CITIES, the COMMISSION, or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).

(e) The CITIES and COUNTIES will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each from and against any and all actions, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at anytime arising out of or connected with performed work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama and countersigning by the Secretary of State.

ATTEST:

COUNTY OF MONTGOMERY

Clerk

Chairman

ATTEST:

COUNTY OF AUTAUGA

Clerk

Chairman

ATTEST:

COUNTY OF ELMORE

Clerk

Chairman

ATTEST:

CITY OF MONTGOMERY

Clerk

Mayor

ATTEST:

CITY OF PRATTVILLE

Clerk

Mayor

ATTEST:

CITY OF MILLBROOK

Clerk

Mayor

ATTEST:

TOWN OF COOSADA

Clerk

Mayor

ATTEST:

CITY OF WETUMPKA

Clerk

Mayor

ATTEST:

CENTRAL ALABAMA REGIONAL
PLANNING AND DEVELOPMENT
COMMISSION

Executive Director

Chairman

APPROVED AS TO FORM

Legal Counsel,
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Transportation Planning Engineer

Chief Engineer's Office

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

The foregoing agreement is hereby executed in the name of the State of Alabama
and signed by the Governor on this ____ day of _____, ____.

Governor, State of Alabama

COUNTERSIGNED:

Secretary of State

MONTGOMERY COUNTY COMMISSION RESOLUTION

WHEREAS, an area encompassing the municipalities of Montgomery County has been designated as the Montgomery Urbanized Area by the United States Department of Commerce Bureau of the Census and Transportation Study Area; and

WHEREAS, 23 U. S. C. 134 and 49 U. S. C. 1604 (e) and 1607 (a) and (c) require that each urbanized area, as a condition to receive Federal funding assistance, have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the "3-C" Process); and

WHEREAS, a Metropolitan Planning Organization (MPO) is responsible, together with the state, for overseeing and directing the 3-C Process in the Montgomery Urbanized Area; and

WHEREAS, the Chairman of the Montgomery County Commission is a voting member of the MPO and the County of Montgomery has a representative on the Transportation Technical Coordinating Committee and the Transportation Citizens Advisory Committee which advise the MPO.

NOW, THEREFORE, be it resolved by the Montgomery County Commission that the County Commission Chairman be authorized to execute, and the County Clerk be authorized to attest, an agreement with the State of Alabama that will enable the Metropolitan Transportation Planning Process for the Montgomery Area to continue.

Chairman, Montgomery County Commission, Alabama

Date: _____

ATTEST:

County Administrator, Montgomery County, Alabama

SECOND ADDENDUM TO LEASE AGREEMENT

THIS SECOND ADDENDUM TO LEASE AGREEMENT is made and entered on this the 26th day of April, 2010 by and between **EAST COMMERCE DEVELOPMENT COMPANY, L.L.C.**, herein called LESSOR, and **Montgomery County Commission**, herein called LESSEE.

WITNESSETH:

WHEREAS, the parties have heretofore made and entered into that certain Commercial Lease dated April 9, 2007 and FIRST ADDENDUM TO LEASE AGREEMENT March 23, 2009 for the lease approximately 5,096 Net Rentable Square Feet of the property located at 2 East Office Center, 400 Eastern Blvd., Suite 102 and 107, Montgomery, Alabama. The LESSOR and LESSEE desire to extend the Lease Term at the rental rate hereinafter more particularly provided, and LESSOR and LESSEE now desire to enter into this Agreement for the purpose of setting forth their understanding and agreement with respect to the extension of the Lease.

NOW, THEREFORE, for in consideration of the mutual promises herein contained, and other good and valuable consideration given and received by both LESSOR and LESSEE, the receipt and sufficiency of which is hereby acknowledged and confessed by both LESSOR and LESSEE, LESSOR and LESSEE hereby further amend, modify and supplement the Lease as follows:

1. 1. **Term and Rent.** The Lease Term shall be extended for an additional **Six (6)** months, having a Commencement Date of **May 1, 2010** and an Expiration Date of **October 31, 2010**, unless postponed, accelerated or extended as hereinafter provided, and the monthly installments of Rent shall be **Four Thousand Six Hundred Seventy-One and 25/100 Dollars (\$4,671.25)**.
2. 21. **Option to Renew:** Provided that LESSEE is not in default in the performance of this lease, LESSEE shall have the option to renew the lease for two (2) additional terms of twelve (12) months each commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the then prevailing market for similar office space in comparable buildings in the Eastern Blvd./Atlanta Highway market area. The option shall be exercised by written notice given to LESSOR not less than ninety (90) days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

3. It is distinctly understood and agreed that, except as expressly modified in and by the terms of this First Addendum to Lease Agreement, the said Lease is and shall remain in full force and effect, and is hereby expressly ratified and reconfirmed.

LESSOR:

East Commerce Development Company, L.L.C.
an Alabama Limited Liability Company

By: _____
Skip Dotherow, Executive Vice President
Ballard Realty Company, Inc., Managing Agent
East Commerce Development Company, L.L.C.

LESSEE:

Montgomery County Commission

By: _____
Elton N. Dean, Sr.
Chairman



MASTER AGREEMENT

Customer	AT&T
Montgomery County Commission Street Address: 100 S. Lawerance City: Montgomery State/Province: AL Zip Code: 36104 Country: USA	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Lou Ialacci Title: CIO Street Address: 100 S. Lawerance City: Montgomery State/Province: AL Zip Code: 36104 Country: USA Telephone: 334-832-1305 Fax: Email: LouIalacci@mc-ala.org	Street Address: 401 Carmichael Rd FL4 Suite 450 City: Montgomery State/Province: AL Zip Code: 36106 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T, and continues in effect as long as Services are provided under this Master Agreement.

This Master Agreement will apply to all services and equipment Customer buys from AT&T, now and in the future, that are provided under Pricing Schedules attached to or referencing this Master Agreement ("Services"). Other Services may be provided by signing additional Pricing Schedules at any time. AT&T standard service offerings are described in Tariffs, Guidebooks, Service Guides and other documents identified in this Master Agreement.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

1. INTRODUCTION

1.1 **Overview of Documents.** The terms and conditions governing the Services that AT&T provides to Customer are set forth in this Master Agreement, the following additional documents, and any other documents executed by the parties and referencing this Master Agreement (which documents together with this Master Agreement are called "this Agreement"):

- (a) **Pricing Schedules.** A Pricing Schedule (including related attachments) identifies the Services AT&T may provide to Customer, the price (including discounts, if applicable) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. Tariffs and Guidebooks may be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to Services provided over or accessing the Internet. The AUP may be found at att.com/aup, or other locations AT&T may designate.
- (d) **Service Guides.** The description, pricing, and other terms and conditions for the Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which may be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: Pricing Schedules; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; *provided that*, Tariffs will be first in priority in any jurisdiction where existing law or regulation does not permit contract terms to take precedence over inconsistent tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(c) (Materially Adverse Change), AT&T may revise Tariffs, Guidebooks, Service Guides or the AUP (collectively "Service Publications") at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule referencing this Agreement in its own name and such Affiliate contract will be a separate, but associated, contract incorporating the terms of this Master Agreement with respect to that Pricing Schedule. Customer and AT&T will arrange to have their respective Affiliates comply with this Agreement, regardless of whether an Affiliate has signed a Pricing Schedule.

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined in this Agreement are defined in Section 11 (Definitions).

2. AT&T DELIVERABLES

2.1 **Services.** AT&T agrees to either provide or arrange to have an AT&T Affiliate provide Services to Customer in accordance with this Agreement, subject to availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider.

2.2 **AT&T Equipment.** Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

2.3 **Software.** Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions and they take precedence over this Agreement as to such software.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T to access property and equipment that Customer controls as reasonably required to provide the Services, and Customer will obtain, at Customer's expense, timely access for AT&T to property that Customer does not control (other than public property) as reasonably required to provide the Services. Access rights include the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as to use ancillary equipment space within a building, as necessary for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires to provide the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities, and other items reasonably required to perform installation of the

Services, and obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a suitable and safe working environment, free of Hazardous Materials. "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil, or health and safety. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement, and Customer agrees that Customer is responsible for Users' use of any Services, unless expressly provided to the contrary in applicable Service Publications.

3.4 Internet Services. If a Service is provided over or accesses the Internet, Customer, Customer's Affiliates, and Users must comply with the AUP.

3.5 Resale of Services. Customer may not resell the Services to third parties without AT&T's written consent. Where permitted under applicable law, Customer may resell the Services to Customer's Affiliates without AT&T's consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. Unless a Pricing Schedule states otherwise, the prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term. No promotion, credit or waiver set forth in a Service Publication will apply unless the Pricing Schedule states otherwise. At the end of a Pricing Schedule Term, Customer will have the option to either: (a) cease using the Service (which will require Customer to take all steps required by AT&T to terminate the Service); or (b) continue using the Service under a month-to-month service arrangement. Unless a Pricing Schedule states otherwise, during any month-to-month service arrangement, the prices, terms and conditions in effect on the last day of the Pricing Schedule Term will continue until changed by AT&T on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of, and Customer will pay, all current and future taxes (excluding those on AT&T's net income), surcharges, recovery fees, custom clearances, duties, levies, shipping charges, and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides satisfactory proof of a valid tax exemption prior to the delivery of Services. To the extent Customer is required by law to withhold or deduct any applicable taxes from payments due to AT&T, Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty, and Customer will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Pricing Schedule specifies otherwise, Customer's obligation to pay for all Services will begin upon installation and availability of the Services to Customer. AT&T will invoice Customer for the Services on a monthly basis, or otherwise as specified in the Pricing Schedule. Customer will pay AT&T without deduction (except for withholding taxes as provided in Section 4.2 – Additional Charges and Taxes), setoff (except as provided in Section 4.5 – Delayed Billing; Disputed Charges), or delay for any reason. At Customer's request, but subject to AT&T's consent (which may be withheld if there will be operational impediments or tax consequences), Customer's Affiliates may be invoiced separately and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or Customer's Affiliates are not creditworthy.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services invoiced more than 6 months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charges and the reason it is disputed within 6 months after the date of the affected invoice or Customer waives the right to dispute the charge (except to the extent applicable law or regulation otherwise requires). Disputed charges may be withheld, but if not paid when due, Customer will incur late payment fees in accordance with Section 4.4 (Payments); however, to the extent AT&T determines the charges Customer disputed and withheld were invoiced in error, late payment fees for such charges will be reversed.

4.6 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment of MARC-Eligible Charges set forth in a Pricing Schedule that Customer agrees to satisfy during each 12 consecutive month period of the Pricing Schedule Term. At the end of each such 12 month period, if Customer has failed to satisfy the MARC for the preceding 12 month period, Customer will be invoiced a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period, and payment will be due in accordance with Section 4.4 (Payments).

4.7 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or reduction of AT&T's prices, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices or discount available at the reduced MARC level). If the parties reach mutual agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.7 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T written notice and evidence of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may mutually agree to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts, and Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement, but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement and any pricing or other proposals.

5.2 **Obligations.** Each party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, which is indefinite): (a) be held in confidence; (b) be used and transmitted between countries only for purposes of using the Services or performing this Agreement (including in the case of AT&T, the ability to utilize Customer's Confidential Information in order to detect fraud, check quality, and to operate, maintain and repair the Services); and (c) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5), or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process).

5.3 **Exceptions.** The restrictions in this Section will not apply to any information that: (a) is independently developed by the receiving party; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy Laws.** Each party is responsible for complying with the privacy laws applicable to its business. If Customer does not want AT&T personnel to comprehend Customer data to which they may have access in performing Services, Customer should encrypt such data so that it will be unintelligible. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information (CPNI) to any employee or agent of Customer without a need for further authentication or authorization.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER'S DATA AND CONFIDENTIAL INFORMATION.

6.2 Limitation of Liability.

- (a) AT&T'S ENTIRE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, FOR DAMAGES ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN THE SERVICES, AND NOT CAUSED BY CUSTOMER'S NEGLIGENCE, SHALL IN NO EVENT EXCEED THE APPLICABLE CREDITS SPECIFIED IN A SERVICE PUBLICATION OR PRICING SCHEDULE, OR IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUIVALENT TO THE PROPORTIONATE CHARGE TO CUSTOMER FOR THE PERIOD OF SERVICE DURING WHICH SUCH MISTAKE, OMISSION, INTERRUPTION, DELAY, ERROR OR DEFECT IN THE SERVICES OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T.
- (b) SECTION 6.2(a) WILL NOT APPLY TO:
 - (i) BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE;
 - (ii) BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity), OR SECTION 10.2 (Trademarks);
 - (iii) SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER SECTION 7 (Third Party Claims); OR
 - (iv) DAMAGES ARISING FROM AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (c) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

6.3 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, OR INTERRUPTIONS (EXCEPT FOR LIABILITY FOR SUCH EXPLICITLY SET FORTH IN THIS AGREEMENT); ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS, OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USERS', OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK, OR SYSTEMS.

6.4 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether damages were foreseeable, and will apply so as to limit the liability of each party and its Affiliates, and their respective employees, directors, subcontractors, and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of the Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (a) arises out of Customer's, its Affiliate's, or a User's access to, or use of, the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the alleged infringing Service so that the Service becomes non-infringing.

7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7 will notify the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced thereby. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding, or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension of Services.** The following additional termination provisions apply:

- (a) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service, and if the activity implicates the entire Agreement, terminate the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer: (i) commits a fraud upon AT&T; (ii) utilizes the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (b) **Material Breach.** If either party fails to perform or observe any material term or condition of this Agreement, including non-payment of charges (subject to Section 4.5 – Delayed Billing; Disputed Charges), and such failure continues unremedied for 30 days after receipt of notice, the non-breaching party may terminate the affected Service, and if the breach implicates the entire Agreement, terminate the entire Agreement. If Customer is in breach, AT&T may elect to suspend (and later terminate) the affected Service, and if the breach implicates the entire Agreement, suspend (and later terminate) the entire Agreement.
- (c) **Materially Adverse Change.** If AT&T revises a Service Publication and the revision has a materially adverse impact on Customer, and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. However, a revision to a Service Publication will not be considered materially adverse to Customer if it changes prices that are not fixed (stabilized) in a Pricing Schedule, if the price change was mandated by a governmental authority, or if the change affects a charge imposed under Section 4.2 (Additional Charges and Taxes).
- (d) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the applicable portion of the Service. AT&T has the right; however, to suspend or terminate the applicable portion of the Service immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines: (a) that it may be exposed to sanctions, liability, prosecution, or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (c) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.
- (e) **Infringing Services.** If neither of the options described in Section 7.3 (Infringing Services) are reasonably available, AT&T may terminate the affected Service without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site where AT&T is to install, maintain or provide Services, AT&T may terminate the affected Service or Service Component, or suspend performance until Customer removes and remediates Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Withdrawal of Services.** Notwithstanding that a Pricing Schedule may commit AT&T to provide a Service to Customer for a Pricing Schedule Term, and unless applicable law or regulation mandates otherwise, AT&T may discontinue providing a Service upon 12 months' notice, or a Service Component upon 120 days' notice, but only where AT&T generally discontinues providing the Service or Service Component to similarly-situated customers.

8.4 Effect of Termination.

- (a) Termination by either party of a Service does not waive any other rights or remedies a party may have under this Agreement. Termination or suspension of a Service will not affect the rights and obligations of the parties regarding any other Service.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination. If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in Section 4.3 (Billing), Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.5 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), 8.2(b) (Material Breach), or 8.2(c) (Materially Adverse Change); AT&T terminates a Service pursuant to Section 8.2(e) (Infringing Services), or AT&T withdraws a Service pursuant to Section 8.3 (Withdrawal of Services), Customer will not be liable for the termination charges set forth in Section 8.5(b).
- (b) If Customer terminates a Service or Service Component other than as set forth in Section 8.5(a), or AT&T terminates an affected Service or Service Component pursuant to Sections 8.1 (Termination of Agreement), or 8.2(a) (Fraud or Abuse), 8.2(b) (Material Breach), 8.2(d) (Internet Services), or 8.2(f) (Hazardous Materials), Customer will pay applicable termination charges as follows: (i) if termination occurs before the end of the Minimum Payment Period, Customer will pay 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service or Service Component multiplied by the months remaining in the Minimum Payment Period, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule (including, but not limited to, any and all charges for failure to satisfy a Minimum Retention Period (MRP)), plus any charges incurred by AT&T from a third party (e.g., not an AT&T Affiliate) due to the termination, all of which will, if applicable, be applied to Customer's MARC-Eligible Charges; and (ii) if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC, after applying amounts received pursuant to (i), for the balance of the Pricing Schedule Term.
- (c) The charges set forth in Section 8.5(b)(i) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if (i) the Minimum Payment Period and associated charge for the replacement Service Component are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service Component, and (ii) the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL

The parties acknowledge that equipment, services, software, and technical information (including technical assistance and training) provided under this Agreement may be subject to import and export laws, conventions or regulations, and any use or transfer of the equipment, products, software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, services, software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. Customer, not AT&T, is responsible for complying with such laws, conventions and regulations for all information, equipment and software Customer transmits between countries using the Services.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party.

10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks, or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control.

10.4 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.5 Assignment and Subcontracting.

- (a) This Agreement may not be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). Customer may, without AT&T's consent, but upon notice to AT&T, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, but Customer will remain financially responsible for the performance of such obligations. AT&T may, without Customer's consent, assign in whole or relevant part, its rights and obligations under this Agreement to an Affiliate, or subcontract to an Affiliate or a third party work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations.
- (b) In countries where AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- (c) Any assignment other than as permitted by this Section 10.5 is void.

10.6 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.10 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.7 Injunctive Relief. Nothing in this Agreement is intended, or should be construed, to limit a party's right to seek preliminary or permanent injunctive relief from a court of competent jurisdiction for a breach of any provision of this Agreement.

10.8 Legal Action. Any legal action arising in connection with this Agreement must be filed within 2 years after the cause of action accrues or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary. 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 Customer and AT&T.

10.9 Notices. All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the cover page of this Master Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

10.10 Governing Law. This Agreement will be governed by the law of the State of Alabama, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.11 Compliance with Laws. Each party will comply with all applicable laws, regulations, and orders issued by courts or other governmental bodies of competent jurisdiction.

10.12 No Third Party Beneficiaries. This Agreement is for the benefit of Customer and AT&T, and does not provide any third party (including Users) the right to enforce or bring an action for any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

10.13 Survival. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations set forth in Section 5 (Confidential Information), Section 6 (Disclaimers and Limitations of Liability), and Section 7 (Third Party Claims), will survive termination or expiration.

10.14 Agreement Language. The authentic language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Services provided under this Agreement. Except as provided in Section 2.3 (Software), this Agreement supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be

modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

The following terms have the meanings set forth below:

"Affiliate" of a party means any entity that controls, is controlled by, or is under common control with, such party.

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Effective Date" means, for any Pricing Schedule, the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Minimum Payment Period" means, in respect to any Service, the minimum period for which Customer is required to pay recurring charges for the Service, as specified in the Pricing Schedules or Service Publication for that Service.

"Minimum Retention Period" means, in respect to any Service, the period of time for which Customer is required to maintain service to avoid the payment of certain credits, waived charges, or unpaid amortized charges, all as specified in the Pricing Schedule or Service Publication for that Service.

"Service Component" means an individual component of a Service provided under this Agreement.

"Site" means Customer's physical location, including Customer's collocation space on AT&T's, its Affiliate's, or subcontractor's property, where AT&T installs or provides a Service.

	AT&T MA Reference No. ABNCMT-717662UA
---	---

**AT&T BUSINESS NETWORK SERVICE
Pricing Schedule**

Customer	AT&T	AT&T Sales Contact Name ☐ Primary Contact
Montgomery County Commission Street Address 100 S Lawrence St City Montgomery State / Province AL Zip Code 36104 Country	AT&T Corp. or enter the International Affiliate Name	Name J Patrick Hancock Street Address 225 W Randolph St Rm 9C City Chicago State / Province IL Zip Code 60606 Country Telephone Fax C Email jh5440@att.com Sales/Branch Manager John R. Adams SCVP Name: Sales Strata: Sales Region:
Customer Contact (for notices)	AT&T Contact (for notices)	AT&T Solution Provider or Representative Information (if applicable)
Name Lou Ialacci Title CIO Street Address 100 S Lawrence St City Montgomery State / Province AL Zip Code: 36104 Country Telephone 334/832-1305 Fax Email LouIalacci@mc-ala.org	Street Address City State / Province Zip Code Country With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	Name Company Name Street Address City State / Province Zip Code Country Telephone Fax Email Agent Code

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer
(by its authorized representative)

By:

Name:

Title

Date:

AT&T
(by its authorized representative)

By:

Name:

Title

Date:

ATTUID: KW2324

Montgomery County Commission WK-94024V2-ABN-SCVP-PGM

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before May 28, 2010.

For AT&T Administrative Use Only– cm: kw2324

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T Business Network Service

1. SERVICES

- AT&T Business Network (ABN) Service
 - Voice/Access, including LD, Local and Intrastate

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

2.1 Term

Pricing Schedule Term	Term Start Date
3 years	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system

2.2 Effective Dates

Effective Date of Rates and Discounts	First day of first full billing cycle following implementation of this Pricing Schedule in AT&T's billing system
---------------------------------------	--

2.3 Term Expiration

Upon expiration of Pricing Schedule Term	The terms and conditions of this Pricing Schedule will renew on a month-to-month basis until terminated by either party on 30 days prior written notice ("Extension Period"), except that during the Extension Period the rates under this Schedule are changed as follows: a) If the Services are subject to a Service Guide or a filed Tariff, the rates in this Pricing Schedule will automatically be increased to the then-current Monthly Extension rates specified in the Service Guide or Tariff, or, if no Monthly Extension rate is specified, the rate for the Services for the Extension Period shall be equal to the rates under this Pricing Schedule plus 20%; b) credits, if any, under this Pricing Schedule do not apply for the Extension Period.
--	--

3. MARC

	YEAR 1	YEAR 2	YEAR 3
MARC under this Pricing Schedule	\$5,000	\$5,000	\$5,000

4. MARC-ELIGIBLE CHARGES

- ABN Service including eligible Voice, Access, Local, Intrastate, purchased under the ABN Service offer

ATTUID: KW2324

Montgomery County Commission WK-94024V2-ABN-SCVP-PGM

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before May 28, 2010.

For AT&T Administrative Use Only– cm: kw2324

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T Business Network Service

5. DISCOUNTS

ABN Service Voice Services Component/Capability	Discount%
Interstate Long Distance– Outbound	
Switched	42%
Loyalty	44%
Dedicated - Mobile Termination	39%
Calling Card	65%
Interstate Long Distance- Inbound	
Switched	42%
Loyalty	44%
Dedicated	39%
International	72%
Other Qualifying Service Category	33%

ABN Service Bandwidth Service/Access Channels Service Component/Capability	Discount%
T1 IOC Primary Rate Interface Office Functions	75%
T1 Access Channels	30%

Additional Discount for Intrastate total charges	
State	Discount
Alabama	10%
Georgia	27%
Kentucky	28%
North Carolina	17%
Tennessee	14%

6. PROMOTIONS, CREDITS, WAIVERS AND MINIMUM RETENTION AND PAYMENT PERIODS

6.1 Promotions

Service Guide promotions are not applicable under this Pricing Schedule

6.2 Credits

ATTUID: KW2324

Montgomery County Commission WK-94024V2-ABN-SCVP-PGM

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before May 28, 2010.

For AT&T Administrative Use Only– cm: kw2324

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T Business Network Service

ILEC Primary Interexchange Carrier Change Credit	Month of Pricing Schedule Term in which Credit is Applied	Minimum Retention Period
\$150	6	Until end of Pricing Schedule Term year in which credit is applied

Amount of Credit	Month of Pricing Schedule Term in which Credit is Applied	Minimum Retention Period
\$2,050.00	3rd month following receipt of the 3rd party vendor invoice	Until end of Pricing Schedule Term year in which credit is applied
The reimbursement will equal the charges incurred by Customer to modify their premises equipment to implement a change in carrier from an AT&T Affiliate to ATT Long Distance service. The reimbursement will appear as a one-time credit on Customer's AT&T invoice.		

Amount of Credit	Month of Pricing Schedule Term in which Credit is Applied	Minimum Retention Period
\$13,440.00	3rd month	Until end of Pricing Schedule Term year in which credit is applied
This credit represents a one-time credit equal to the monthly recurring charge for Toll-Free MEGACOM and/or Toll-Free READYLINE Routing Arrangements without D channel.		

Long Distance Migration Signing Bonus	Month of Pricing Schedule Term in which Credit is Applied	Minimum Retention Period
\$300.00	4	N/A

6.3 Waivers

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
The Monthly Recurring Carrier Line Charges	Every Month	None
This waiver applies only to Customers who purchase AT&T Local Service and have a minimum of two lines under a single BTN		

Charges Waived	Month of Pricing Schedule Term in which Charges are waived	Minimum Retention Period
Waivers as specified in the Service Guide for ABN Service	N/A	12 months
Outbound Monthly Charges and Outbound Minimum usage requirement for Per Main	Every Month	None

ATTUID: KW2324

Montgomery County Commission WK-94024V2-ABN-SCVP-PGM

The rates, discounts and other provisions in this Pricing Schedule are contingent upon signature by both parties on or before May 28, 2010.

For AT&T Administrative Use Only– cm: kw2324

Master Agreement No. _____
Pricing Schedule No. _____
Original Effective Date: _____
Effective Date of Amendment: _____

Pricing Schedule for AT&T Business Network Service

Billed Account, Per Customer Location-Switched Access and Per Customer Location-Dedicated Access		
--	--	--

6.4 Other Requirements

This Pricing Schedule is available only to Customer who:

- During the first year commit to satisfy at least 50% of the total AT&T usage and charges under this Pricing Schedule with usage and charges for services not previously provided by AT&T.

7. Rates

7.1 ABN Domestic Dial Station Outbound/Inbound Calling

Rate Schedule 5, as revised from time to time

ATTUID: KW2324



GSA-Federal Supply Schedule Purchase Order

Date:	March 15, 2010
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	1-678-339-7714
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: <u>Elton N. Dean, Sr</u> Printed or typed title: <u>Chairman</u>
Contact Information:	Email address: rosepyron@mc-ala.org Phone number: 334-832-1306 FAX number: 334-832-1695
Billing Information:	<u>Montgomery County Commission</u> <u>Attn: Rose Pyron</u> <u>PO Box 1667</u> <u>Montgomery, AL 36102-1667</u>
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 275 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): various
Term:	April 13, 2010 for 12 months through April 12, 2011 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees on 275 Lines (Estimated) \$13,000 Total Access Fees on 275 lines (Estimate) \$156,000 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.: add SPOC: Lou Ialacci, Dr of Information Systems, louialacci@mc-ala.org , 334-832-1305 ph Rose Pyron, Computer Operations Mgr, rosepyron@mc-ala.org , 334-832-1306, ph
Customer Acceptance:	Signature: _____ Date: _____

For Verizon Wireless internal use only: Approval: _____ Date: _____

6-2

Verizon Wireless
National Government Sales & Operations
7600 Montpelier Road
Laurel, MD 20723
800-295-1614

Response to Request for Quotation: GSA-Federal Supply Schedule (GS-35F-0119P)

Date: March 9, 2010

Sales Representative: Traci Kelley
Government Account Executive-Business Sales
Verizon Wireless
201 Technacenter Drive
Suite 200
Montgomery, AL 36117
Phone: (334) 215-0419
Email: Traci.Kelley@VerizonWireless.com

Customer: Montgomery County Commission

Response to Request for Quotation includes:

- (1) Service and Equipment Quotes;
- (2) Service Rate Plans;
- (3) Calling Features;
- (4) Regulatory Surcharges and Fees;
- (5) Coverage Map; and
- (6) Equipment

Call More People. Use Zero Minutes.

With Verizon Wireless.

America's Largest Mobile to Mobile Calling Family.

Now over 80 Million Strong!

NOTE: This quotation is valid for ninety (90) days from March 9, 2010 (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.



1.0 Service and Equipment Quotes

Service pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the General Services Administration (GSA) Federal Supply Schedule Contract No. GS-35F-0119P. Coverage, service and offers not available in all areas. Full terms and conditions, along with additional pricing plans offered by Verizon Wireless can be found on the GSAAAdvantage.gov Internet website. Prices quoted do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

Calling Plan

Calling Plan	Number of Lines	Number of Minutes	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
America's Choice for the Federal Government 300 with Share Option	10	300 Anytime Minutes with Unlimited Nights and Weekends and Mobile To Mobile Minutes with Share Option	\$29.99	\$299.90	\$3,598.80
Voice and Data Choice Bundles for the Federal Government 300 with Share Option	90	300 Anytime Minutes with Unlimited Nights and Weekends and Mobile To Mobile Minutes with Unlimited Data Allowance and Domestic Text Messages with Share Option	\$49.99	\$4,499.10	\$53,989.20
Mobile Broadband	170	Unlimited	\$42.99	\$7,308.30	\$87,699.60

**Charge does not include roaming charges, minutes used over allowance, etc. Please see Service Rate Plan and Calling Features below for more information.*

All quotes contained in this proposal are subject to the terms and conditions of the GSA-FSS Contract. Your account must be in good-standing with Verizon Wireless to migrate your existing lines of service to the pricing offered in this proposal if your Agency currently has service with Verizon Wireless. Price plan changes and discounts may take up to two bill cycles to appear on your Verizon Wireless billing statement for accounts transitioning to an approved Federal contract vehicle. As part of our compliance with FCC requirements, Verizon Wireless allows only GPS-compliant devices to be activated on our network. If your current device is not GPS-compliant you will not be able to activate service on our network with your existing equipment.

Equipment (Open Market)

Equipment	Quantity	Consumer/Retail Price (ea.)	Discounted Price (ea.)*	Promotional Offer	Discounted Price (ea.) after additional promotional offer	Total Discounted Price
Samsung SCH-u350	10	\$50.00	\$0.00	N/A	\$0.00	\$0.00
BlackBerry 8530 (Curve 2)	90	\$149.99	\$104.99	\$104.99 off with a Voice and Data Plan**	\$0.00	\$0.00
VZW PC770 2 in 1 PC Card and Express Card	170	\$99.99	\$49.99	\$49.99 Instant Credit	\$0.00	\$0.00

**All applicable discounts have already been applied.*

**** Promotional Equipment pricing is only available for government liable customers that activate Unlimited Blackberry/Unlimited Wireless Sync Plans with a qualifying voice plan. Plans must have a combined monthly access (Voice and Data) of \$49.99 or greater. Promotional Offer expires April 30, 2010.**

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 03/31/10 for new cellular service activations and eligible equipment upgrades. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders). Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories (Open Market)

Verizon Wireless provides a variety of accessories to compliment and enhance the usefulness of the various cellular telephone models it offers. Accessories, such as cigarette lighter adapters, headsets and leather cases may be available at an additional charge. **Verizon Wireless offers a flat 25% discount off of the retail price for accessories.** Such discount is subject to the terms and conditions of the Verizon Wireless Pricing and Equipment Offer in this response. Equipment pricing is subject to change and availability. For details on additional accessories available, please visit www.VerizonWireless.com.

2.0 Service Rate Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

a. Voice Service Pricing Plans

America's Choice SM for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
Discounted Monthly Access Fee	\$27.99	\$40.99	\$52.99
Anytime Minutes	300	600	1000
Friends & Family for Government*	NA	Up to 10 Numbers for Entire Account, Not Per User	
Overage Rate	\$0.25 per minute		
Nights and Weekends Minutes†	Unlimited		
Mobile to Mobile Minutes††	Unlimited		
Shared Minute Option	\$2.00 (monthly access per subscriber in addition to standard monthly access fee)		
Unlimited Push to Talk	\$5.00 (monthly access per subscriber in addition to discounted monthly access fee)		
Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for the Federal Government Calling Plan Map for details. †Nights and Weekends terms and conditions apply ††Mobile to Mobile minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time. *Friends & Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.			

Voice and Data Choice Bundles for the Federal Government: GSA-FSS SUBSCRIBERS ONLY			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
	Federal Government 300 Bundle Plan	Federal Government 600 Bundle Plan	Federal Government 1000 Bundle Plan
Discounted Monthly Access Fee	\$47.99	\$60.99	\$72.99
Anytime Minutes	300	600	1000
Overage Rate	\$0.25 per minute		
Domestic MB Allowance	Unlimited		
Nights and Weekends Minutes†	Unlimited		
Mobile to Mobile Minutes††	Unlimited		
Friends & Family for Government*	Up to 10 Numbers for Entire Account, Not Per User		
Domestic Text Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Shared Minute Option	\$2.00 (monthly access per subscriber in addition to standard monthly access fee)		
Global Email Unlimited MB Allowance	\$16.00 (monthly access per subscriber in addition to standard monthly access fee)		
Note: See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. †Nights and Weekends terms and conditions apply. ††Mobile to Mobile terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Sharing is available only among Government Subscribers choosing the Share Option. Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. (Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers). International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days. *Friends & Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.			

b. Wireless Data Service Pricing Plans

NationalAccess/Mobile Broadband Calling Plans: GSA-FSS SUBSCRIBERS ONLY			
A discount has been applied and this plan is not eligible for any further discounts			
	Mobile Broadband		
Discounted Monthly Access Fee	\$42.99		
Optional Feature Access Fee	N/A		
Domestic MB Allowance	Unlimited		
Overage Rate Per KB	n/a		
National-Access Roaming	\$0.002 per Kilobyte		
Home Airtime/Min. Rate	\$0.25		
Roaming Airtime/Min. Rate [†]	\$0.69		
Domestic Long Distance ¹	Included		
BlackBerry/PDA Calling Plans: GSA-FSS SUBSCRIBERS ONLY			
A discount has been applied and this plan is not eligible for any further discounts.			
	BlackBerry/PDA Calling Plan		
Discounted Monthly Access Fee	\$34.99		
Domestic MB Allowance	Unlimited		
Home Airtime/Min. Rate	\$0.12		
Mobile to Mobile Calling	Unlimited		
Domestic Text Messages	Unlimited		
Domestic Long Distance ¹	Included		
Overage Rate Per KB	n/a		
National-Access Roaming	\$0.002 per Kilobyte		
Global Email Unlimited MB Allowance	\$16.00		
(monthly access per subscriber in addition to standard monthly access fee)			
NOTE: Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. [†] Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. [†] Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. ^{†††} Long distance charges will apply when making or receiving calls outside the United States.			
Mobile Broadband Connect Feature Plans (for Internet browsing, email, or intranet access)			
Discount has already been applied as indicated herein and is not eligible for any further discount.			
	Optional Feature Access Fee	MB Allowance	National Access Roaming
For Voice & Unlimited VZEmail Optional Feature Subscribers	\$10.00	Unlimited	\$0.002 per Kilobyte
Notes: Mobile Broadband Connect is currently available on select voice and data devices, and provides NationalAccess/Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. The LG 9800 is not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or \$0.25 per minute.			

3.0 Calling Features

Calling features put your wireless phone to work for you. And with all the calling features Verizon Wireless offers, you can use your wireless phone to do a lot more than talk. All of our calling plans-national, regional or local – offer you the value and convenience of these included services for no additional monthly access charge. These features may depend upon phone compatibility and digital service and may not be available in all areas.				
Calling Plan Features are not eligible for any discounts				
VERIZON WIRELESS CALLING PLAN FEATURES: GSA-FSS SUBSCRIBERS ONLY				
Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 ConnectSM† (Airtime and other charges may apply.)			
The following features may be added to calling plans as identified below.				
Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.				
TXT Messaging & Enhanced TXT Messaging ³	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)	\$10.00 (Unlimited TXT msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address			
Enhanced TXT Downloads ³	\$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download		\$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download	
Get Pix - Picture Messaging ⁴	\$2.99 (20 picture messages included)		\$4.99 (40 picture messages included)	
	\$0.25 per additional message			
	\$4.99			
Mobile Web by VZW with MSN ⁵	Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. †Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries. \$6.95 (100 Included Messages) / \$8.95 (200 Included Messages) / \$12.95 (600 Included Messages)			
Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges			
GSM International Roaming ⁶	Zone 1 Countries		\$0.69/ minute	
Global Phone	Zone 2 Countries		\$1.99/ minute	
†Only available on plans with \$39.99 or higher Access Fee, Mobile to Mobile terms and conditions apply. Calling plans with Mobile to Mobile minutes included, do not qualify for additional Mobile to Mobile minutes in this table. ² Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³ TXT Messaging terms and conditions apply. ⁴ Get Pix terms and conditions apply. ⁵ Mobile Web terms and conditions apply. ⁶ Global Phone terms and conditions apply and requires the Global Phone handset. Please see contact your Verizon Wireless representative for the most current offer.				

Data / Air Cards

VZW UM175 (USB)	VZW USB760	VZW190	VZW AD3700	VZW MiFi 2200	VZW PC770	VZW USB1000
While Supplies Last		Global USB Modem	Global USB Modem		2-in-1 PC Card and Express Card	Global Modem
\$0	\$0	\$0	\$29.99	\$49.99	\$49.99	\$99.99

Cellular Phones

Samsung Knack SCH-u310	Samsung SCH-u350	VZW Escapade*	LG VX5500	LG Accolade VX5600	VZW CDM 8950	VZW Razzle	VZW Blitz	Samsung Sway SCH-u650
			While Supplies Last					
\$0	\$0	\$0	\$9.99	\$9.99	\$29.99	\$39.99	\$39.99	\$69.99
Samsung Intensity SCH-U450	Samsung Trance SCH-u490	LG VX8360*	LG VX7100	Samsung Alias 2 U750	Motorola Rival A455			
\$69.99	\$79.99	\$89.99	\$89.99	\$129.99	\$149.99			

*Available only on America's Choice 200 / 300 / 600 / 1000 minute rate plans.

Push To Talk Cellular Phones

VZW CDM8975	Samsung Convoy SCH-u640*	G'zOne Boulder	Motorola Barrage V860*	Casio G'zOne Rock*
\$19.99	\$49.99	\$49.99	\$79.99	\$149.99

*Available only on America's Choice 200/ 300 / 600 / 1000 minute rate plans.

BlackBerries

Rim BlackBerry Pearl Flip 8230	RIM BlackBerry Storm 9530	RIM BlackBerry Curve 8330	RIM BlackBerry Curve 2 8530	RIM BlackBerry Storm 2 9550	RIM BlackBerry Tour 9630
\$29.99	\$99.99	\$104.99	\$104.99	\$179.99	\$199.99

PDA/Smartphone

VZW Ozone XV 6175	HTC Touch Pro (XV6850)	HTC Touch Pro (XV6950)	Samsung Omnia SCH-i910	HTC Droid Eris (ADR6200)*	Palm Pixi Plus	Palm Pre Plus	Saga (i770)	HTC Touch Pro2 smartphone XV6875
\$4.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$149.99	\$149.99	\$149.99
Motorola Droid A855*	HTC Imagio XV6975	Samsung Omnia II SCH-I920						
\$199.99	\$199.99	\$199.99						

*Available only on America's Choice Voice and Data Bundles or Data ONLY Plans (300 / 600 / 1000 minute rate plans)

Government Liability Accounts Only!

All products or service names are property of their respective owners. © 2010 Verizon Wireless (022210)



American Behavioral

February 17, 2010

Scott Kramer
Montgomery County Commission
100 S. Laurence Street
Montgomery, AL 36104

RE: New HIPAA Business Associate Agreement – Effective February 17, 2010

Dear Scott Kramer:

Our records reflect that American Behavioral previously entered into a *HIPAA Business Associate Agreement* with your organization.

The Federal Government recently enacted the *Health Information Technology for Economic and Clinical Health Act (HITECH Act)*, which requires certain changes to existing HIPAA business associate agreements. Accordingly, enclosed for your review and execution, please find two (2) copies of a new *HIPAA Business Associate Agreement* between American Behavioral and your organization addressing and complying with these *HITECH Act* requirements.

Please complete Exhibits A and B in each HIPAA Business Associate Agreement (see pages 10 and 11 therein) and sign both copies (see page 9). Retain one (1) copy for your records and return the other copy to American Behavioral at the following address:

American Behavioral
Attn: Ms. Deborah C. Garvin
550 Montgomery Highway, Suite 300
Birmingham, Alabama 35216

If you have any questions and/or concerns regarding the enclosed *HIPAA Business Associate Agreement*, please contact me by telephone at (205) 868-9633 and/or by e-mail at dgarvin@americanbehavioral.com.

Thank you for your assistance with this matter.

Sincerely,

Deborah C. Garvin
Quality Management Specialist

Enclosures

550 MONTGOMERY HIGHWAY, SUITE 300
BIRMINGHAM, AL 35216
(205) 871-7814
FAX (205) 868-9600
www.americanbehavioral.com

7-2



American Behavioral

BUSINESS ASSOCIATE AGREEMENT *(for American Behavioral Benefits Managers, Inc.)*

THIS BUSINESS ASSOCIATE AGREEMENT ("BA Agreement") is effective as of **February 17, 2010** by and between **American Behavioral Benefits Managers, Inc.** ("American Behavioral") **Montgomery County Commission** (Employer) listed on the signature page hereto and supplements and is made a part of that certain ASA Agreement by and between American Behavioral and Employer.

WHEREAS, Employer is a sponsor of the Plan, a covered entity under the Privacy Rules;

WHEREAS, pursuant to an ASA Agreement, American Behavioral provides Administrative Services to Plan and, in connection with those services, American Behavioral has access to PHI that is subject to protection under the Privacy Rules, Security Rules and the HITECH Act;

WHEREAS, Employer and Plan require that American Behavioral protect the privacy and provide for the security of PHI in compliance with the Privacy Rules, Security Rules and HITECH Act in connection with the performance by American Behavioral of the Administrative Services; and

WHEREAS, Employer and Plan desire that American Behavioral disclose PHI to Designated Employees.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

Section 1. Definitions. The terms used, but otherwise not defined, in this BA Agreement shall have the same meaning as those terms in the Privacy Rules, Security Rules and HITECH Act.

(a) "Administrative Services" shall mean the administrative and behavioral health services that American Behavioral provides to or on behalf of Employer and Plan.

(b) "ASA Agreement" shall mean one or more administrative services agreements which may be entered into by and between American Behavioral and Employer, from time to time, pursuant to which American Behavioral provides Administrative Services, as the same may be modified, amended, renewed or superseded.

(c) "Breach" shall have the meaning set forth in the HITECH Act, including, without limitation, the unauthorized acquisition, access, use or disclosure of Protected Health Information which compromises the security and/or privacy of such Protected Health Information.

(d) "Data Aggregation" shall have the meaning set forth in 45 CFR 164.501, including, without limitation, and with respect to PHI created or received by American Behavioral in its capacity as the business associate of Plan, the combining of such PHI by American Behavioral with the Protected Health Information received by American Behavioral in its capacity as a business associate of another covered entity, to permit data analyses that relate to the Health Care Operations of Plan and the other covered entity(ies).

(e) "Designated Employees" shall mean those persons (or class of persons) designated on Exhibit A by Employer and Plan as being included within the class of employees or other workforce members under the control of Employer designated in the Privacy Plan Amendment that are authorized to use and disclose PHI in accordance with the Privacy Plan Amendment.

(f) "Designated Record Set" shall have the meaning set forth in 45 CFR 164.501, including, without limitation, a group of records maintained by or for Plan that are: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Plan to make decisions about individuals. For purposes of this definition, the term "record" means any item, collection or grouping of information that includes Protected Health Information and is maintained, collected, used or disseminated by or for Plan.

(g) "Effective Date" shall mean the later of: (i) April 14, 2003 for large group health plans; (ii) April 14, 2004 for small group health plans; or (iii) the effective date of the ASA Agreement.

(h) "Employer" shall mean the entity who sponsors the Plan and who has executed this BA Agreement (by its duly authorized representative) on the signature line designated for Employer.

(i) "HHS" shall mean the U.S. Department of Health and Human Services.

(j) "Health Care Operations" shall have the meaning set forth in 45 CFR 164.501, including, without limitation, the following activities of Plan, to the extent that the activities are related to covered functions: quality assessment and improvement activities; credentialing; accreditation; conducting medical reviews; legal services; underwriting; premium rating; business planning and development; business management; and general administrative activities.

(k) "HITECH Act" shall mean the provisions applicable to business associates under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, including any implementing regulations, as may be amended, modified or superseded, from time to time.

(l) "Individual" shall have the meaning set forth in 45 CFR 160.103, including, without limitation, a person who is the subject of the Protected Health Information, and shall include an individual or entity who qualifies as a personal, legal representative of the person, as the context requires.

(m) "PHI" shall mean Protected Health Information which American Behavioral receives from, or creates or receives for, or on behalf of, Plan in connection with the performance of Administrative Services.

(n) "Plan" shall mean one or more group health plans sponsored by Employer to which American Behavioral provides the Administrative Services.

(o) "Plan Administrative Services" shall mean the administrative services performed by Employer pursuant to the plan documents of Plan, including the Privacy Plan Amendment.

(p) "Privacy Plan Amendment" shall mean that amendment to the plan documents of Plan that complies in all respects with the requirements set forth in 45 CFR 164.504(f)(2) and for which the Plan has received a written certification as required by the Privacy Rules, on or before the Effective Date.

(q) "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded, from time to time.

(r) "Protected Health Information" shall have the meaning set forth in 45 CFR 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; or (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

(s) "Required by Law" shall have the meaning set forth in 45 CFR 164.103, including, without limitation, a mandate contained in law that compels Plan or American Behavioral to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.

(t) "Secretary" shall mean the Secretary of HHS or his/her designee.

(u) "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.

(v) "Security Rules" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160, 162 and 164, as may be amended, modified or superseded from time to time.

(w) "Standard Transaction" shall have the meaning set forth in 45 CFR 162.103.

(x) "Unsecured PHI" shall have the meaning set forth in the HITECH Act, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized individuals.

Section 2. Obligations of American Behavioral.

(a) Permitted Uses. American Behavioral, in the performance of Administrative Services pursuant to the ASA Agreement, may use PHI in any manner that Plan would be permitted or required to use PHI under the Privacy Rules, Security Rules or the HITECH Act. Further, American Behavioral may use PHI: (i) for the proper management and administration of American Behavioral; (ii) to carry out the legal responsibilities of American Behavioral; (iii) as Required by Law; (iv) for Data Aggregation; or (v) to report good faith violations of law or professional or clinical standards, as permitted by 45 CFR 164.502(j)(1).

(b) Permitted Disclosures. American Behavioral, in the performance of Administrative Services pursuant to the ASA Agreement, may disclose PHI in any manner that Plan would be permitted or required to disclose PHI under the Privacy Rules, Security Rules or the HITECH Act, including disclosure of PHI to those persons listed on Exhibits A and B, as may be amended from time to time by Employer and/or Plan in writing. Further, American Behavioral may disclose PHI: (i) for the proper management and administration of American Behavioral if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of American Behavioral if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (iii) as Required by Law; (iv) for Data Aggregation; or (iv) to report good faith violations of law or professional or clinical standards, as permitted by 45 CFR 164.502(j)(1). To the extent that American Behavioral discloses PHI to a third party pursuant to Section 2(b)(i) or (ii) above under Reasonable Assurances, American Behavioral must obtain, prior to making any such disclosure: (x) reasonable assurance from the third party that such PHI will be held in a confidential manner; (y) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (z) an agreement from the third party to immediately notify American Behavioral of any breaches of confidentiality of such PHI, to the extent the third party has knowledge of such breach (collectively, "Reasonable Assurances").

(c) Disclosure of PHI to Designated Employees. Employer and Plan hereby authorize and direct American Behavioral to disclose PHI to Designated Employees as set forth in Exhibit A, as may be amended from time to time by Employer and/or Plan in writing. In disclosing PHI to Designated Employees hereunder, Employer hereby agrees American Behavioral may rely solely upon the following representations, warranties and agreements of Plan and Employer:

(i) The Privacy Plan Amendment has been duly adopted by appropriate action of Plan and Employer and is, or will be, in full force and effect on the Effective Date. Plan has included all necessary statements in its notice of privacy practices required by the Privacy Rules to permit Plan and American Behavioral to disclose PHI to Designated Employees. Employer and Plan shall promptly notify American Behavioral of any material modification or amendment to the Privacy Plan Amendment. Employer and Plan shall also promptly notify American Behavioral of any additions to or deletions from the list of Designated Employees.

(ii) Employer shall ensure that only Designated Employees shall use, or have the opportunity to use, PHI provided to Employer by American Behavioral hereunder.

(iii) On and after the Effective Date, Plan, Employer and Designated Employees will comply in all respects with the Privacy Rules, Security Rules, HITECH Act and the Privacy Plan Amendment that are applicable to this BA Agreement.

(iv) Designated Employees shall only request PHI from American Behavioral that is the minimum necessary as required by the Privacy Rules and the HITECH Act to perform the Plan Administrative Services.

(d) Appropriate Safeguards. American Behavioral shall implement appropriate administrative, technical and physical safeguards in compliance with the Privacy Rules, Security Rules and HITECH Act as are necessary to reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits in its performance of the Administrative Services pursuant to the ASA Agreement. As required by law, American Behavioral shall maintain policies, procedures and documentation that address these safeguards and which are appropriate to the size and complexity of American Behavioral's operations and the nature and scope of its services.

(e) American Behavioral's Agents and/or Subcontractors. To the extent American Behavioral uses one or more subcontractors or agents to provide services under the ASA Agreement, and such subcontractors or agents receive or have access to PHI, American Behavioral shall require that each subcontractor or agent agree to be bound by the terms of this BA Agreement to the same extent as American Behavioral.

(f) Access to PHI. Upon written notice from Plan, and in accordance with the written policies of American Behavioral then in effect, American Behavioral shall make PHI available to Plan for inspection and copying to enable Plan to fulfill its obligations under 45 CFR 164.524 and the HITECH Act. If a request for access to PHI is delivered directly to American Behavioral, American Behavioral shall promptly forward the request to Plan.

(g) Amendment of PHI. Upon written notice from Plan, and in accordance with the written policies of American Behavioral then in effect, American Behavioral shall amend PHI in a Designated Record Set to enable Plan to fulfill its obligations under 45 CFR 164.526. If a request for amendment of PHI is delivered directly to American Behavioral, American Behavioral shall promptly forward the request to Plan.

(h) Accounting of PHI Disclosures. American Behavioral agrees to document disclosures of PHI and information related to such disclosures as would be required for Plan to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528 and the

HITECH Act. Upon written notice from Plan, and in accordance with the written policies of American Behavioral then in effect, American Behavioral shall make available to Plan the information required to provide an accounting of such disclosures. American Behavioral agrees to implement a process that allows for an accounting to be collected and maintained by American Behavioral and its agents or subcontractors in accordance with the time periods specified by 45 CFR 164.528 and the HITECH Act (except for disclosures occurring prior to the Effective Date). If a request for an accounting of PHI is delivered directly to American Behavioral, American Behavioral shall promptly forward the request to Plan.

(i) Governmental Access to Records. American Behavioral shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary in a time and manner designated by the Secretary, for the purpose of the Secretary determining Plan's compliance with the Privacy Rules, Security Rules and HITECH Act.

(j) Minimum Necessary Use and Disclosure Requirement. American Behavioral shall only request, use and disclose the minimum amount of PHI necessary to reasonably accomplish the purpose of the request, use or disclosure in accordance with 45 CFR 164.502(b) and the HITECH Act. Further, American Behavioral will restrict access to PHI to those employees of American Behavioral who are actively and directly participating in providing Administrative Services and who need to know such PHI in order to fulfill such responsibilities.

(k) Retention of PHI. American Behavioral shall retain all PHI throughout the term of the ASA Agreement and shall continue to maintain the information required under Section 2(h) of this BA Agreement for a period of six (6) years from its creation.

(l) Notification Obligation; Mitigation. During the term of this BA Agreement, American Behavioral shall notify Plan within ten (10) calendar days of a Breach of Unsecured PHI or any material Security Incident. This notification shall include, but not be limited to, providing Plan with the following information: (i) description of the facts and circumstances concerning the Breach or Security Incident; (ii) a description of the PHI affected; and (iii) names and identity of the Individual(s) affected. American Behavioral shall take prompt corrective action to mitigate and cure, if feasible, any harmful effect that is known to American Behavioral of an improper use and/or disclosure of PHI. American Behavioral shall cooperate with Plan regarding any Breach notification to third parties. American Behavioral shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by American Behavioral.

(m) Additional Obligations. American Behavioral shall comply with the requirements of the HITECH Act, which are applicable to HIPAA business associates, including all guidance and regulations which are issued by HHS to implement such requirements, as may be amended, modified or superseded from time to time.

(n) Compliance with Standard Transactions. On and after the compliance date applicable to Plan under the Standards for Electronic Transactions at 45 CFR Parts 160 and 162, as may be amended, modified or superseded, from time to time, if American Behavioral conducts, in whole or in part, Standard Transactions for or on behalf of Plan, American Behavioral will comply, and will require any of its subcontractors or agents involved with such Standard Transactions on behalf of Plan to comply, with each applicable requirement of 45 CFR Parts 160 and 162. American Behavioral will not enter into, or permit its subcontractors or agents to enter into, any trading partner agreement in connection with the conduct of Standard Transactions for or on behalf of Plan that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.

Section 3. Obligations of Employer.

(a) Notice of Privacy Practices. Employer shall notify American Behavioral of any limitation(s) in the Plan's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation(s) may affect American Behavioral's use or disclosure of PHI.

(b) Restrictions on Use or Disclosure. Employer shall provide American Behavioral with any changes in, or revocation of, permission by Individuals to use and/or disclose PHI, to the extent such changes or revocations may affect American Behavioral's permitted or required uses and/or disclosures of PHI. Further, Employer shall notify American Behavioral of any restriction to the use and/or disclosure of PHI that Plan has agreed to in accordance with 45 CFR 164.522 and the HITECH Act, to the extent such restriction may affect American Behavioral's permitted or required uses and/or disclosures of PHI.

Section 4. Term and Termination.

(a) Term. This BA Agreement shall commence on the Effective Date and will remain effective for the entire term of the ASA Agreement, unless earlier terminated in accordance with the terms herein.

(b) Termination of ASA Agreement. This BA Agreement will immediately terminate without notice upon termination of the ASA Agreement.

(c) For Cause Termination Due to Material Breach. Either party may terminate this BA Agreement by notice in writing to the other party, if the other party materially breaches this BA Agreement in any manner, and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. A material breach of this BA Agreement shall constitute a breach of the ASA Agreement. If termination of this BA Agreement is not feasible, the non-breaching party shall report the breach to the Secretary. Employer and American Behavioral hereby agree that, upon termination of this BA Agreement, the ASA Agreement shall automatically terminate and American Behavioral shall have no further obligation to perform the Administrative Services.

(d) Judicial or Administrative Proceedings. Employer or American Behavioral may terminate this BA Agreement and the ASA Agreement, effective immediately, if: (i) the other party is named as a defendant in a criminal proceeding for a violation of the Privacy Rules, Security Rules or HITECH Act; or (ii) there is a finding or stipulation that either party has violated any standard or requirement of the Privacy Rules, Security Rules or HITECH Act in any administrative or civil proceeding.

(e) Effect of Termination. As of the effective date of termination of this BA Agreement, neither party shall have any further rights or obligations hereunder except: (i) as otherwise provided herein or in the ASA Agreement; (ii) for continuing rights and obligations accruing under the Privacy Rules, Security Rules and HITECH Act; or (iii) arising as a result of any breach of this BA Agreement, including, but not limited to, any rights and remedies available at law or equity. Upon termination of this BA Agreement for any reason, American Behavioral shall return or destroy all PHI (regardless of form or medium), including all copies thereof and any data compilations derived from PHI and allowing identification of any Individual who is the subject of the PHI. The obligation to return or destroy all PHI shall also apply to PHI that is in the possession of agents or subcontractors of American Behavioral. If the return or destruction of PHI is not feasible, American Behavioral shall provide Employer written notification of the conditions that make return or destruction not feasible. Upon notification that return or destruction of PHI is not feasible, American Behavioral shall continue to extend the protections of this BA Agreement to such information, and limit further uses or disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible, for as long as American Behavioral maintains

such PHI. If American Behavioral elects to destroy the PHI, American Behavioral shall notify Employer in writing that such PHI has been destroyed.

Section 5. Construction. This BA Agreement shall be construed as broadly as necessary to implement and comply with the Privacy Rules, Security Rules and HITECH Act. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with the Privacy Rules, Security Rules and HITECH Act. The terms and conditions of this BA Agreement shall override and control over any conflicting terms and conditions in the ASA Agreement, which are related to the security and privacy of PHI. Notwithstanding, except as expressly modified or amended herein, all other terms and conditions of the ASA Agreement shall remain in full force and effect.

Section 6. Captions. The captions contained in this BA Agreement are included only for convenience of reference and do not define, limit, explain or modify this BA Agreement or its interpretation, construction or meaning and are in no way to be construed as part of this BA Agreement.

Section 7. Notice. All notices and other communications required or permitted pursuant to this BA Agreement shall be in writing, addressed to the party at the address set forth at the end of this BA Agreement, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iii) hand delivery. All notices shall be effective as of the date of delivery if by hand delivery, two (2) days following the date of facsimile, or for certified mail on the date of receipt, whichever is applicable.

Section 8. Assignment. This BA Agreement and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

Section 9. Governing Law and Venue. This BA Agreement shall be governed by, and interpreted in accordance with, the Privacy Rules, Security Rules and HITECH Act and the internal laws of the State of Alabama, without giving effect to any conflict of laws provisions. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this BA Agreement, or any provision hereof, shall take place in the Circuit Court of Montgomery County, Alabama. Employer and American Behavioral hereby consent to the personal jurisdiction of the state and federal courts in Montgomery County, Alabama in any dispute arising from or related to this BA Agreement.

Section 10. Binding Effect; Modification. This BA Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BA Agreement may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event provisions of this BA Agreement shall conflict with the requirements of the Privacy Rules, Security Rules and/or HITECH Act, this BA Agreement shall automatically be deemed amended as necessary to conform to such legal requirement at all times.

Section 11. Waiver. The failure of either party at any time to enforce any right or remedy available hereunder with respect to any breach or failure shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

Section 12. Severability. In the event that any provision or part of this BA Agreement is found to be totally or partially invalid, illegal, or unenforceable, then the provision will be deemed to be modified or restricted to the extent and in the manner necessary to make it valid, legal, or enforceable, or it will be excised without affecting any other provision of this BA Agreement, with the parties agreeing that the remaining provisions are to be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

Section 13. No Third-Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person or entity other than Plan, Employer, American Behavioral and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

Section 14. Entire Agreement. This BA Agreement, including the Exhibits, constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written negotiations, commitments, and understandings relating thereto.

Section 15. Counterparts. The parties hereby agree that any number of counterparts of this BA Agreement may be executed, and that each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one BA Agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, Employer and American Behavioral have each caused this BA Agreement to be executed in their respective names by their duly authorized representatives.

AMERICAN BEHAVIORAL:

EMPLOYER:

American Behavioral Benefits Managers, Inc.

Montgomery County Commission

By: 
Allen S. Blackwell, President

Signature: _____

Date: February 16, 2010

Title: _____

Date: _____

Address: 550 Montgomery Hwy, Suite 300
Birmingham, Alabama 35216

Address: _____

Contact Person:
Deborah C. Garvin

Contact Person: _____

Telephone: (205) 868-9633
Facsimile: (205) 868-9600

Telephone: _____

Facsimile: _____

Exhibit A

List of Designated Employees

Under the Privacy Rules, Plan must provide a list of names of employees (or class of employees) who are authorized to receive PHI from American Behavioral. The employees listed below must be the same employees (or within the same class of employees) who are designated in Plan's Privacy Plan Amendment.

Employer: Montgomery County Commission

The Plan hereby authorizes American Behavioral to disclose PHI to the following Designated Employees (or class of employees):

Name of Employee(s) <u>or</u> Class of Employee(s)	Title (if individual employee(s) listed)

The Employer hereby agrees to notify American Behavioral, in writing, if the information and/or persons identified in the above list changes.

Effective Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Exhibit B

Permitted Disclosures to Other Business Associates

Please complete this form and provide the names of other business associates (such as third party administrators, benefit consultants, pharmacy managers, or brokers) to whom you want American Behavioral, as your business associate, to disclose PHI to on your behalf. Also please list any conditions or limitations that apply to the disclosure of PHI. If you list no conditions or limitations, then American Behavioral will provide the identified business associates all of the PHI that would be available from the Plan. If you do not complete and return this Exhibit B, American Behavioral will not disclose PHI to other business associates of the Plan until the Plan authorizes such disclosure in writing.

Employer: Montgomery County Commission

The Plan hereby authorizes American Behavioral to disclose PHI to the following business associates of the Plan:

Name/Address/Contact Person	Conditions/Limitations

The Employer hereby agrees to notify American Behavioral, in writing, if the information and/or persons identified in the above list changes.

Effective Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Haskell|Slaughter
attorneys at law

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

2010 MAR 17 10:05:50
COMM-FACILITY

MEMORANDUM

March 15, 2010

TO: Donnie Mims
FROM: Tommy Gallion
Scott Kramer

T T G

RE: HIPAA Agreement with American Behavioral

I have reviewed your March 15, 2010 memorandum, Scott Kramer's March 4, 2010 memorandum to you, the February 17, 2010 letter from American Behavioral to Scott Kramer, and the Business Associate Agreement by and between Montgomery County Commission and American Behavioral Benefits Managers, Inc. I have also reviewed the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

Section 9. Governing Law and Venue puts any action at law to be filed in state or federal court in Jefferson County, Alabama. I would request that this be changed to the Circuit Court of Montgomery County, Alabama. The rest of the agreement is fine and legal and binding among the parties.

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

50051-317
3446995_1

CONSULTING AGREEMENT

The Montgomery County Commission, hereinafter referred to as "Client," and Allen Consulting, hereinafter referred to as "Consultant," intending to be legally bound, hereby agree as follows:

Consultant shall perform the following for Client:

- 1) Analyze Client's historical self-insured general liability and automobile liability loss experience (separately) and estimate outstanding liabilities for loss and allocated loss adjustment expense;
- 2) Issue an actuarial report that will meet the current regulatory and accounting requirements.

Consultant shall be paid the sum of \$2,000 for each study (\$4,000 total) by Client as and for said services described herein.

Client will supply needed historical data in a reasonable format. If format of supplied data requires extensive data input, then Consultant is not bound by cost estimates. If Client desires, Consultant will travel to Client's offices to discuss the final actuarial report at the Consultant's standard hourly rate plus travel expenses.

Consultant shall not be supervised by Client but shall proceed to accomplish the services hereunder in whatsoever manner deemed appropriate within the scope of this Agreement. Client is aware that Consultant may have other clients and jobs that he is working on simultaneously with this job.

In no event shall this Agreement constitute an employment Agreement, and Consultant shall be considered only as an independent Consultant and not as an employee, agent, partner, or joint venture of Client.

Consultant shall be solely responsible for any and all taxes (state, federal, and/or local); workers' compensation insurance; disability payments; social security payments; unemployment insurance payments; insurance; or any similar type of payment for Consultant or any employee thereof; and shall hold Client harmless from any and all such payments.

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 discussion 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 Allen Consulting.

In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation shall be entitled to the costs thereof, including reasonable attorneys' fees.

Client:

Montgomery County Commission

Date _____

Consultant:

Allen Consulting

Date _____

EMERGENCY ACTION PLAN – FIRE

POLICY

Fires are unpredictable and may strike without warning. Failure to prepare in advance and have procedures in place to deal with a fire emergency may result in death and injury to personnel, loss or damage to facilities, property, equipment and the ability to serve the public. This policy has been developed to identify responsibilities and establish procedures that should be taken in the event an emergency fire situation arises. In addition, this plan will address the procedures followed for evacuating the physically impaired, evacuation of employees and visitors, and the responsibilities of designated Floor Wardens.

SCOPE

This plan covers employees working in Administrative Building (Annex I), Main Courthouse, Carnegie Building, Annex II, Annex III, Annex IV, and the Community Corrections Buildings. The Detention Facilities have a separate plan.

FLOOR WARDEN

Each Department Director will select an employee and an alternate to fill the duties of floor warden. In the absence of the selected employees the Director will assume floor warden duties. The essential function of a floor warden is to maintain a leadership role in an emergency situation and to help assure safety. The floor warden will be responsible for directing the activities detailed in this plan. Duties and responsibilities include, but are not limited to:

1. Maintaining an awareness of the number of people working or doing business in your area.
2. Upon hearing the fire alarm system activated, direct occupants to the area's designated or alternate exit.
3. Make necessary accommodations to evacuate persons with disabilities.
4. Check offices, storage rooms, conference rooms and restrooms for occupants **while you exit.**
5. After reaching the designated safe area, conduct a roll call or head count.
6. Provide fire department personnel with any relevant information pertaining to the incident and occupants not accounted for.
7. Following the evacuation of the building during a fire, wait in the assigned safe area until further instructions from the responding authority.

All wardens should be made aware of the physically impaired who may need extra assistance, and of hazardous areas that should be avoided during a fire situation. A list of all emergency agency/personnel telephone numbers shall be posted near all phones that would be utilized by employees designated to notify. Training and practice for floor wardens will take place upon implementation of this plan and annually thereafter.

The primary floor warden for each department is listed on the attached pages along with exit directions.

PROCEDURE

In the event fire or smoke is discovered at any of the listed county buildings, these procedures have been developed in order to protect the lives of employees and the general public, as well as to minimize the extent of property damage. Our main concern is that all occupants safely evacuate the building to a safe location. All employees should familiarize themselves with the evacuation floor plans posted in corridors and work areas. The evacuation route plans identify the location of exits and the best means of egress to use during an emergency to exit the building from that location. The floor wardens will direct the evacuation.

Anyone who discovers fire or smoke should immediately locate and pull the nearest fire alarm pull station to activate the building's fire alarm system. Fire alarm controls are located in the main hallways and exits on each floor. The systems in the Courthouse, Carnegie Building, Annex I, Annex II, and Annex III are connected with the Fire Department who will respond to the fire alarm automatically. If the fire alarm cannot be activated, call 911 immediately. Whenever reporting a fire emergency (**Remain CALM**) and provide the following information to the communication operator: building address; general location of the fire or smoke within the building and any other information relevant to the situation.

The building fire alarms have a buzzer and lights that strobe. This alarm system will serve as a signal for evacuation. Floor wardens should organize their area of responsibility for immediate evacuation through the designated or alternate exit to their designated safe meeting area. Floor wardens should check their office space including restrooms, storage areas, meeting rooms, and work areas in and around their area as quickly as possible to ensure that all occupants have evacuated. Cash drawers should be locked if time allows. All employees should make every effort to assist other employees or visitors in the area who have a physical disability that would hinder their safe evacuation. If an employee is with a member of the public, it is his/her responsibility to escort that person from the building using the designated evacuation route. Whenever the floor wardens' safety may be jeopardized they must evacuate the building immediately. Evacuation routes and exit diagrams are posted in the hallways of each area. (Everyone should familiarize themselves with these diagrams.)

DO NOT USE ELEVATORS to evacuate in case of fire. The fire warden will direct people to stairways in all buildings. In the event the stairs and/or exits are blocked, occupants should move as a group to the windows for evacuation by the fire department.

All personnel should remain in their designated safe area until the fire warden arrives to conduct a head count and roll call. Whenever a fire warden discovers that someone is not accounted for, he or she must notify the Fire Incident Commander immediately. The Fire Incident Commander will determine when or if the building can be re-entered.

FIRE EXTINGUISHMENT

If a fire is small and not a threat to human life, for example the size of an office trashcan, the means available may be used to extinguish the fire. Fire extinguishers are mounted at key

locations in each area. (All employees should take time to familiarize themselves with the locations of fire alarm pull stations and fire extinguishers in the area where they work.)

Keep in mind a fire can contain dangerous smoke, gases and heat, which may pose both a physical and health hazard to anyone attempting to extinguish it without proper personal protection equipment and training. Therefore **under no circumstances** should an employee attempt to extinguish a fire when:

1. They do not know what is burning;
2. They could jeopardize their own safety;
3. The fire could cut off their means to evacuate to safety;
4. They are not sure they have the proper type of extinguisher;
5. They have not received training in the proper use of extinguishers.

Employees should not attempt to put out any fire that is not obviously containable. These extinguishers should be used mainly to clear a path along the exit route from the building.

In case of a fire emergency, as in any emergency, the key things to remember are:

**KEEP CALM
ALERT OTHERS
GET HELP
FOLLOW PROCEDURES**

Each floor of these County facilities has one or more people who are **WARDENS** or **KEY PERSONS**. Their function is to maintain a leadership role in an emergency situation and to help assure safety. Everyone in each area must be familiar with exits, fire alarms, and location of fire extinguishers.

The primary Warden/Key Person for each area is listed on the following pages.

EMERGENCY ACTION PLAN – TORNADO / SEVERE THUNDERSTORM

POLICY

Tornadoes and severe thunderstorms can occur suddenly, and result in loss of life and severe property damage. It is important to be prepared in the event of a severe weather occurrence. This policy has been developed to identify responsibilities and establish procedures that should be followed in the event of a severe weather occurrence. All employees will familiarize themselves with the procedures set forth in this plan and follow them closely when the situation warrants such action.

When obvious weather conditions indicate the potential for severe weather the Risk Management Department will work closely with the City/County Emergency Office to monitor the immediacy and severity of the weather situation. Risk Management will in turn alert all departments when they need to move employees and public patrons to a safer area and follow the procedures in this plan. Notification may be given by public address system or by phone to each department. Floor wardens (same as fire emergency floor wardens, list attached) will direct an orderly move to the safe areas. All employees are expected to lend assistance to an employee or visitor whose physical impairment will hinder his/her reaching the safe area.

Copies of this emergency action plan will be kept by each Department Director and will be reviewed at least annually.

SCOPE

This plan covers employees working in Administrative Building (Annex I), Main Courthouse, Carnegie Building, Annex II, Annex III, Annex IV, and the Community Corrections Buildings. The Detention Facilities have a separate plan.

DEFINITIONS

Tornado Watch - conditions are favorable for a tornado. Be prepared to take shelter. Stay alert for additional information.

Tornado Warning – tornado has been sighted in the area or is indicated by radar. Take shelter in a safe area immediately.

Severe Thunderstorm Watch -the weather conditions are such that a severe thunderstorm is likely to develop.

Severe Thunderstorm Warning – a severe thunderstorm has been sighted or indicated by weather radar.

PROCEDURES

Tornado Watch, Severe Thunderstorm Watch and Warning

The Montgomery City/County Emergency Management Agency will alert Floor Wardens and/or key staff members, via e-mail, when the National Weather Service issues a warning advisory. No further action need be taken at the time and personnel may continue to work in their respective areas but be alert to worsening weather conditions. In the case where a severe thunderstorm is confirmed or is reported to be immediately approaching downtown Montgomery and could pose a threat to employees and general public, the Floor Warden will direct employees and members of the general public in the building to stay away from windows. If conditions warrant, the Floor Warden will have employees and members of the general public proceed to an interior hallway and remain in this area until the severe thunderstorm has passed or Floor Wardens are notified that conditions have sufficiently improved.

Tornado Warning

Upon notification, by the Montgomery City/County EMA, of a tornado warning, the Floor Wardens must direct employees and other visitors present to designated safe areas within the building (see attached list of locations). The primary safe area is the lowest floor in each building. Close doors to offices along corridors with exterior windows and walls as you leave. Cash drawers should be locked if time allows. Assist anyone who is physically impaired or a visitor not familiar with the evacuation routes.

If employees cannot reach a designated safe place before a tornado strikes they should seek refuge in the following locations.

- Small interior rooms without windows.
- Hallways away from doors and windows.
- Rooms constructed with reinforced concrete, brick or block with no windows and with a heavy concrete floor or roof systems overhead.
- Protected areas away from doors and windows, such as bathrooms.

If you are caught outside with little warning, if possible, go inside the nearest building to an interior area away from windows. If the threat is immediate seek refuge in a low lying area. Stay out of automobiles.

All personnel should sit, kneel, or crouch on the floor with their backs against the wall and cover their heads with a coat, or arms and hands.

Notification will be given when the severe weather has left the area and an all clear has been issued that it is safe to return to your work area.

EMERGENCY ACTION PLAN – BOMB THREATS

POLICY

A bomb threat may occur in the form of a phone call, written communication (letter or e-mail) or the presence of a suspicious article within a County building. The purpose of this policy is to provide direction to any person who may receive a bomb threat, observe a suspicious article which may be associated with a bomb, or similar threat involving the Montgomery County Commission. It is important that all threats be considered legitimate and be appropriately assessed and responded to in order to protect Montgomery County Commission personnel and property as well as the general public.

SCOPE

This plan covers employees working in County Administrative Building (Annex I), Main Courthouse, Carnegie Building, Annex II, Annex III, Annex IV, and the Community Corrections Buildings. The Sheriff and Detention Facilities have a separate plan.

PROCEDURES

If a bomb threat is received, the person receiving the threat should:

1. Remain calm and do not hang up the phone.
2. Make every effort to obtain as much information as possible (use attached bomb threat checklist).
3. If possible, alert someone near you (do not let the caller hear you) to call the Sheriff's Office 832-4980 or extension 1328, immediately. Use a land-line phone. Do not use a cell phone.
4. If a suspicious device or article is found, **DO NOT ATTEMPT TO MOVE OR TOUCH IT.** Keep others away and immediately call the Sheriff's Office on a land-line phone.
5. Notify a key individual familiar with the area where a bomb may be located who can assist the Sheriff's Office to identify any strange objects, containers, etc. present in the area.
6. The Sheriff's Office may determine the situation does not warrant evacuation. Should this situation occur, Floor Wardens should remain in their area with employees while closely observing for any unusual/suspicious objects or behavior. They should report anything suspicious to the Sheriff's Office immediately.
7. The Sheriff's Office will determine the necessity for evacuation of the area, and if required, will make the announcement for immediate evacuation. In this situation, employees, and any visitors in the area, will proceed to leave in a quick and orderly manner. Do not cause a panic. Floor Wardens will direct the evacuation using the evacuation routes specified for the

affected areas unless directed by responding authorities to use a different route. Wardens should verify everyone has exited their area.

8. When leaving the area, **do not turn off the lights, do open blinds and windows if possible. CLOSE, BUT DO NOT LOCK, EXTERIOR OFFICE DOORS.** This will help others know that everyone has gotten out of the building.
9. After exiting the building, Wardens should direct personnel safely to a location well away from the building and stay there until everyone is accounted for. Wardens should also make sure no unauthorized personnel re-enters the building until an all clear announcement is made by the responding authority.
10. Never use two-way radios or cell phones as communication during a bomb threat situation.
11. If a bomb explodes, notify 911 (emergency medical, police and fire), Sheriff's Office (Ext. 1328) and the County Administrator (Ext. 1210) immediately. Capable individuals should assist any injured until emergency help arrives. Designated evacuation routes should be used if possible.

BOMB THREAT CHECKLIST

IN THE EVENT OF A BOMB THREAT, PLEASE TRY AND OBTAIN THE FOLLOWING INFORMATION:

Listen carefully, do not interrupt caller except to ask:

When will it go off? _____
Where is it located? _____
What does it look like? _____
What kind of bomb is it? _____
Did you place the bomb? _____
Why? _____
What is your name? _____

After call, or during call if you can get someone else's attention quietly and communicate with them to call the Sheriff's Department Dispatch at 832-4980 or Ext. 1328. Use a land line phone. Then fill in the following information:

Date & Time _____ Person receiving call _____
Origin of call if known: In-House ___ Local ___ Long-Distance ___ Caller ID _____

Caller's Identity: Male ___ Female ___ Approximate Age ___ Length of call _____

Caller's Voice Characteristics:

Calm ___ Angry ___ Excited ___ Slow ___ Rapid ___ Soft ___ Slurred ___ Deep ___
Loud ___ Nasal ___ Stutter or Lisp ___ Ragged Voice ___ Clearing Throat ___
Crying ___ Laughing ___ Deep Breathing ___ Cracking Voice ___ Distinct Accent ___
Race ___ Disguised ___ Normal ___
If voice sounds familiar, who did it sound like? _____

Background Noises:

Office Machines ___ Voices ___ Airplanes ___ Trains ___ Factory Machines ___
Music ___ Bar or Party ___ Phone Booth ___ Street Traffic ___ Quiet ___
Animals ___ Speaker Phone Echo ___

Number at which call was received _____ **Location & Type of Phone** _____

EXACT WORDING OF THE THREAT (as accurate as possible) _____

EMERGENCY ACTION PLAN – SUSPICIOUS MAIL

POLICY

The likelihood of ever receiving a bomb or some other threatening article in the mail is remote. However, a small number of explosives devices and articles creating radiological, biological, or chemical threats have been mailed over the years resulting in death, injury, and destruction of property. The purpose of this policy is to provide direction to any person who receives a letter or package which appears suspicious and the contents, addressee, or sender cannot be verified. If you suspect a letter or package might contain an explosive or biological threat do not take a chance. Failure to be attentive to unusual characteristics and signs or follow procedures can result in personal injuries and property loss.

SCOPE

This plan covers employees working in the Administrative Building (Annex I), Main Courthouse, Carnegie Building, Annex II, Annex III, Annex IV and the Community Corrections Buildings. The Sheriff and Detention Facilities have a separate plan.

SUSPICIOUS MAIL ALERTS

Certain unique characteristics of a mailing should raise an alert. A mailing possessing one or more of the following characteristics does not always mean it is dangerous. In addition, the outward appearance of a dangerous mailing is limited only by the imagination of the sender. These characteristics are to be used as warning flags. Attention to odd or unusual details and common sense are the best preventions.

Suspicious Characteristics:

- Letter or package bears restrictive endorsements such as “personal” or “private”, especially important when the addressee does not usually receive personal mail at the office.
- Addressee’s name or title is inaccurate.
- Fictitious, unfamiliar, or no return address.
- Postmark city different from return address city.
- Excessive postage or large number of postage stamps.
- Badly typed or written address. Misspelled words. Homemade labels or cut-and-paste lettering. Addressed to title only or wrong title with name.
- Feels rigid or appears uneven or lopsided. Irregular shape, soft spots, or bulges.
- Protruding wires, aluminum foil, stains on wrapping, or emitting a strange odor. Powder or other substance leaking from package or letter.
- Unprofessionally wrapped package with excessive or several combinations of tape securing the package. Endorsements such as “Fragile – Handle With Care” or “Rush – Do Not Delay”.
- Pressure or resistance noted when removing contents from an envelope or package.

PROCEDURES

If you are suspicious of a mailing, and are unable to verify the contents with the addressee or sender, treat it as suspect and follow these procedures:

- Stop. Don't handle, smell, shake, or otherwise disturb. Do not open. If substance is spilled, do not try to clean up the substance.
- Isolate the mailing. Do not place it in a confined space or container. Clear people away from the immediate area and keep others away.
- Instruct anyone who may have had contact with the item or substance to wash hands and other exposed skin with soap and water. Direct them to wait in a designated area for further instructions.
- Shut down all equipment in the immediate area. Do not use cell phones or two-way radios.
- Call the Montgomery County Sheriff's Department at Ph. 832-4980, and call your supervisor. Follow their instructions.
- **If there is evidence of an emergency, such as smoke, fumes, vapors, or employees exhibiting medical symptoms, call 911, then the Sheriff's Department at Ph. 832-4950. Evacuate the area.**
- The Sheriff's Department will, if deemed necessary, direct further evacuations and alert additional emergency responders needed.

If you have any reason to believe a letter or package is suspicious, do not take a chance or worry about possible embarrassment if the item turns out to be innocent – instead follow procedures and contact your supervisor and the Sheriff's Department.

SMOKE-FREE FACILITY POLICY

Purpose:

To change the current policy to comply with the State of Alabama's New Smoking Law, the Alabama Clean Indoor Act. The Montgomery County Commission is also dedicated to providing a smoke-free healthy, comfortable, and productive work environment for our employees.

Effective Date:

The effective date of this policy is May 3, 2010.

General Policy:

Montgomery County employees are a most valuable resource, and their health and safety are therefore a serious concern. The County intends to provide a safe and efficient working environment for its employees and as a result, will enforce a "Smoke Free" facilities policy which protects the health, safety, and well-being of its employees.

The United States Surgeon General, in his 2006 report on Involuntary Smoking, concluded:

- Involuntary Smoking is a cause of disease, including lung cancer, in healthy nonsmokers;
- The simple separation of smokers and nonsmokers within the same air space may reduce, but does not eliminate, the exposure of nonsmokers to secondhand smoke.

In light of these findings, the Montgomery County Commission shall be entirely smoke-free. Smoking will be strictly prohibited within company buildings including offices, hallways, waiting rooms, restrooms, lunchrooms, elevators, meeting rooms, covered patios, covered parking decks and all community work areas. This policy applies to all employees, clients, contractors, and visitors.

It is the intention of this policy to ban smoking in all County buildings, whether owned or leased, and all County vehicles, whether owned or leased by the County. This ban applies to all who work in or use these facilities or vehicles. While Montgomery County has no intention of invading the private lives of its employees, smoking will not be allowed in and near Montgomery County buildings.

Smoking will not be permitted within 50 feet of exits / entrances or enclosed areas of these County buildings to ensure that secondhand smoke does not enter the area through entrances, windows, ventilation systems, or any other means.

Smoking in private offices will not be permitted (and no one is exempt) as this could adversely affect performance, employee safety and efficiency on the job of a non-smoker working in the area. Those employees who smoke and would like to take this opportunity to quit are invited to participate in the County's cessation program. Any violations will be handled through standard disciplinary procedure.

Memo

To: Mr. Bruce R. Howell, Juvenile Court Administrator

From: Michael C. Provitt, Detention Director 

CC: File

Date: 2/17/2010

Re: RE-ACCREDITATION CONTRACT

Please find enclosed a proposal for the Montgomery County Commission to enter into a contract with the American Correctional Association (ACA). The Montgomery County Youth Facility has been accredited by ACA for fifteen years. This process calls for reaccreditation every three years and half of the total fees for the process.

The Youth Facility's accreditation represents an agency that demonstrates best policies and practices for a juvenile detention facility. It continues to be the only juvenile detention facility in the State to hold this commendable status.



AMERICAN CORRECTIONAL ASSOCIATION

REACCREDITATION CONTRACT

THIS CONTRACT is made by and between the American Correctional Association, hereinafter referred to as the "Association," and the undersigned, the Montgomery County Commission, hereinafter referred to as the "Agency."

WITNESSETH:

WHEREAS, the Association has been established and exists for the purpose of improving correctional agencies, institutions and programs through the process of accreditation; and,

WHEREAS, accreditation is a process administered by an impartial, elected Commission which certifies whether or not an agency, institution or program meets and maintains compliance with American Correctional Association standards in order to be accredited; and,

WHEREAS, the Association has developed the Manual of Standards for Juvenile Detention Facilities, third edition, and the 2008 Standards Supplement, containing standards approved for the accreditation of such agencies, facilities, and programs; and,

WHEREAS, the Commission is in the process of accrediting juvenile detention facilities throughout the United States; and,

WHEREAS, the Agency realizes the benefits accruing from accreditation and wishes to seek accreditation from the Commission.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the parties hereby agree as follows:

1. The Agency:
 - a. Accepts the standards and criteria for reaccreditation, including subsequent modifications or amendments thereto;
 - b. Has statutory and/or other legal authority to enter into this Contract with reference to its decision to seek reaccreditation for the following specified agencies, facilities or programs:

MONTGOMERY COUNTY YOUTH FACILITY

- c. Will adhere to the policies and procedures of the Commission and the Association with reference to the reaccreditation process as stated in the Agency Manual of Accreditation Policy and Procedure, and other documents supplied by the Association; and,
 - d. Will strive at all times to achieve and/or maintain the reaccreditation status, as specified in the Agency Manual of Accreditation Policy and Procedure.

2. The Association shall:
 - a. Use only standards approved by the American Correctional Association in the reaccreditation process, making judgments of compliance based on written documentation, visual confirmation or both;
 - b. Provide information on the reaccreditation program and process, and the participation of the agency, facility or program therein, to the Agency's governing and/or contract authority;
 - c. Conduct an orientation to the reaccreditation program and process, if requested, at the Agency's expense;
 - d. Cooperate with the Agency, its Administrator, Accreditation Manager and staff in requests for assistance, information, and materials required in the implementation and conduct of the reaccreditation process;
 - e. Appoint all auditors/consultants based upon their experience and demonstrated knowledge;
 - f. Conduct reconsideration hearings using procedures approved by the Association and the Board of Commissioners;
 - g. Agree that all materials provided, and information gathered, will be held in strict confidence consistent with the professional contractor/client relationship. Accreditation information will be shared among the Commission, officers, auditors and staff on a need to know basis.
 - h. Provide to the agency, facility or program if awarded reaccreditation, a Certificate of Accreditation; this certificate shall identify the agency, facility or program and the year in which accreditation is awarded; the certificate and all copies and facsimiles remain the property of the American Correctional Association, and shall be returned to the Association upon the expiration or loss, for any reason, of accreditation; and,
 - i. Publish the name of the accredited agency, facility or program in an annual summary.
3. The Agency hereby covenants and agrees to pay a reaccreditation fee in the amount of **\$15,000.00** payable without deduction or refund as stipulated in the following schedule:
 - a. In consideration of preparation, planning and activating the reaccreditation process for the herein named agency, facility or program which involves staff time and other expenses, **50% of the total reaccreditation fee \$7,500.00 shall be payable within 30 days from the commencement of this contract.**
 - b. In consideration of completion of the standards compliance audit, the remaining **50%** of the total reaccreditation fee **\$7,500.00** shall be due 30 days after completion of the audit. **The total fee has to be paid in full to receive certificate of accreditation.**
 - c. This accreditation fee includes attendance before the Commission panel hearing for one person. This includes round trip supersaver airfare, airport or hotel parking, two nights lodging (not to exceed the lowest, single ACA rate for the headquarter hotel), per diem of \$32.00 per day, \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner (up to 2.5 days), and miscellaneous expenses totaling \$25.00.
4. The Agency hereby agrees to pay in addition to the reaccreditation fee provided for in paragraph 3 the actual cost of a re-audit, plus 25% administrative fee, for any re-audit necessary to verify required minimum levels of compliance with standards and/or compliance with life-health-safety standards found in non-compliance at the time of the standards compliance audit or monitoring

visit.

5. The Agency agrees to pay; in addition to the other reaccreditation fees provided herein, for the actual cost of field consultation services to the facility or program, which are requested in writing by the agency. The cost will be the actual expenses of the visit plus 25% administrative fee.
6.
 - a. This Contract shall be effective upon signing by the second party, and shall remain in full force until the earlier of 3 years after reaccreditation is granted or the Contract is terminated pursuant to subparagraph b).
 - b. The Agency may terminate this Contract upon 30 days written notice to the Association. The Association may terminate this Contract for cause, upon 30 days written notice to the Agency. The Association's decision of termination may be appealed by the Agency within 30 days of notification of the decision.
 - c. All reaccreditation, administrative, and annual fees due are payable as of the effective date of termination, shall remain a debt to the Association, and all fees paid are non-refundable.
7. This Contract shall be governed in all respects by the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed by their duly authorized representatives. The dates of the contract period will be adjusted in accordance with the date of the agency's signature.

For the:

MONTGOMERY COUNTY YOUTH FACILITY

By: _____

Title: _____

Date: _____

For the:

AMERICAN CORRECTIONAL ASSOCIATION

By: _____

Title: Executive Director

Date: _____

Please send invoice to:

Name: Michael C. Provitt

Facility: Montgomery County Youth Facility

Address: 1111 Air Base Boulevard P.O. Box 9219
Montgomery, Al 36108

Telephone Number: 334-240-2119

Email: michaelprovitt@mc-ala.org

Please return all documents and remit payments to:

American Correctional Association

Standards & Accreditation Department

Attention: Pam Eckler

206 N. Washington Street, Suite 200

Alexandria, VA 22314-2528

APR 26 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 20

DEPARTMENT: County Commission Appropriations REVIEWED: S. Thomas 4/20/2010
DATE: 4/20/2010 Finance Director Date
REQUESTED BY: Donald Mims, Administrator APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320.483	325,873	35,000	360,873
In-House Miscellaneous Appropriations	001-59310.499	95,427	-35,000	60,427
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		421,300	0	421,300

JUSTIFICATION:

To provide funding for tourism development regarding the 2010 Buckmaster Expo.

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 26 2010

Request # 9

Date: April 15, 2010
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Sheffield, AL

Departure Date: June 7, 2010

Return Date: June 8, 2010

Conference Leave (Days / Hours): 2 days

Purpose of Travel: Handheld Chemical Sprays Instructor Training

Traveler (s) Name: 1. Bobby Jones 4. _____
2. Brent Talley 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

X

Commercial Air

Private Vehicle

Other (Specify)

Total (est.) Cost: \$385.00

Advance Registration Required: \$160.00

Department Name: Sheriff (MCDF)

Fund Name: General

Additional Comments: _____

To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 04/26/10 reimbursement of actual and necessary expenses in the approximate amount of \$385.00 and advance registration of \$160.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$11,412.00</u>
Budget Available:	<u>\$8,588.00</u>
Current Requests:	<u>\$385.00</u>
Budget Balance:	<u>\$8,203.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/15/2010

cc: Finance Director / Buyer

14-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 26 2010

Request # 10

Date: April 15, 2010
To: Donald L. Mims, Administrator
From: Wanda J. Robinson, Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Sheffield, AL

Departure Date: August 22, 2010

Return Date: August 24, 2010

Conference Leave (Days / Hours): 3 days

Purpose of Travel: Taser Instructor Recertification Course

Traveler (s) Name: 1. Jeffery Sanderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☒

Commercial Air

☐

Private Vehicle

☐

Other (Specify)

☐

Total (est.) Cost: \$500.00

Advance Registration Required: \$220.00

Department Name: Sheriff (MCDF)

Fund Name: General

Additional Comments:

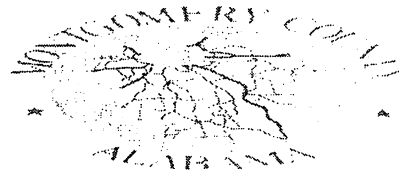
To: Wanda J. Robinson, Director

From: Donald L. Mims, Administrator

The above request is app. 04/26/10 reimbursement of actual and necessary expenses in the
approximate amount of \$500.00 and advance registration of \$220.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>001-52200-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$20,000.00</u>
Approved Requests:	<u>\$11,412.00</u>
Budget Available:	<u>\$8,588.00</u>
Current Requests:	<u>\$885.00</u>
Budget Balance:	<u>\$7,703.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/15/2010

cc: Finance Director / Buyer

14-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 26 2010

Request # 11

Date: April 9, 2010
To: Donald L. Mims, Administrator
From: Bruce R. Howell
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Calera, Al.
Departure Date: May 3, 2010 Return Date: May 7, 2010
Conference Leave (Days / Hours): 5 days
Purpose of Travel: Attend Alabama Fire College "Fire Safety Officer" training

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

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

Total (est.) Cost: \$391.00 Advance Registration Required: _____

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

Additional Comments: This is required for our ACA accreditation. Fee covers Class and books

To: Bruce R. Howell

From: Donald L. Mims, Administrator

The above request is app. 04/26/10 reimbursement of actual and necessary expenses in the
approximate amount of \$391.00 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>\$10,000.00</u>
Approved Requests:	<u>\$955.00</u>
Budget Available:	<u>\$9,045.00</u>
Current Requests:	<u>\$391.00</u>
Budget Balance:	<u>\$8,654.00</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/15/2010

cc: Finance Director / Buyer

14-3

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

APR 26 2010

Request # 9

Date: April 19, 2010
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Point Clear, AL
Departure Date: June 30, 2010 Return Date: July 2, 2010
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: to attend the 2010 ACCMA Summer 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: \$938.00 Advance Registration Required: \$200.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - \$175.00; Registration - \$200.00; Hotel - \$338.00; Meals- 225.00

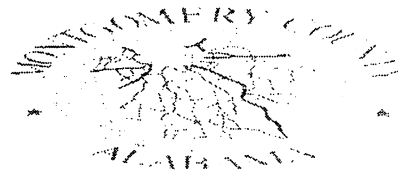
To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 04/26/10 reimbursement of actual and necessary expenses in the
approximate amount of \$938.00 and advance registration of \$200.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>007-51120-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$16,000.00</u>	
Approved Requests:	<u>\$3,118.91</u>	
Budget Available:	<u>\$12,881.09</u>	
Current Requests:	<u>\$938.00</u>	
Budget Balance:	<u>\$11,943.09</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/20/2010

cc: Finance Director / Buyer

14-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 26 2010

Request # 9

Date: April 8, 2009
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, Alabama

Departure Date: June 7, 2009

Return Date: June 9, 2010

Conference Leave (Days / Hours): two days

Purpose of Travel: To attend the Excel 2007 two days seminars

Traveler (s) Name: 1. Linda M. Nesby 4. _____
2. _____ 5. _____
3. _____ 6. _____

Check Mode of Transportation:

County Vehicle

☐
☒

Commercial Air

☐
☐

Private Vehicle

Other (Specify)

Total (est.) Cost: \$128.00

Advance Registration Required: \$128.00

Department Name: Community Corrections

Fund Name: Community Corrections

Additional Comments: Linda will return to work on the 9th.

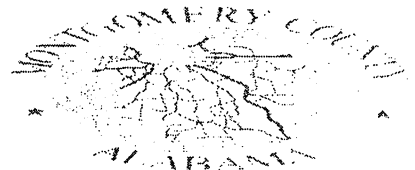
To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 04/26/10 reimbursement of actual and necessary expenses in the
approximate amount of \$128.00 and advance registration of \$128.00 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>\$15,500.00</u>
Approved Requests:	<u>\$5,160.00</u>
Budget Available:	<u>\$10,340.00</u>
Current Requests:	<u>\$128.00</u>
Budget Balance:	<u>\$10,212.00</u>

Donald L. Mims, Administrator



Reviewed by: B. Green

Date: 4/9/2010

cc: Finance Director / Buyer

145



GEOGRAPHIC
INFORMATION
SERVICES, INC



April 23, 2010

Trey Granger
Montgomery County Elections Center
125 Washington Avenue
Montgomery, AL 36104
Phone: 334-832-7744
Fax: 334-832-7131
TreyGranger@mc-ala.org



*ESRI Foundation Business
Partner Award Winner*
*ESRI 2002 Business Partner of
the Year Award Winner*

Agenda

APR 26 2010

Dear Mr. Granger,

Geographic Information Services, Inc., (GISi) is pleased to submit the following quote to develop a public facing web mapping application for Montgomery County's Election Center. The proposed web mapping application's framework will be based on the county's Tax Assessor property search web mapping application and will be configured to support voters and the county election center. GISi has provided a scope of work, development methodology, and payment terms to complete this project.

Thank you for the opportunity to work with you on this project!

Best Regards,

Kevin Stewart
Account Manager
Geographic Information Services, Inc. (GISi)
2100 Riverchase Center, Suite 105
Birmingham, AL 35244
kstewart@gis-services.com

APR 26 2010

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

AMENDMENT
TO
RFP NO. 51985-09P-030

NO. 1

DATE: April 26, 2010

By adding the following to RFP No. 51985-09P-030, Web Mapping Application:

-To develop a public facing web mapping application for Montgomery County's Election Center which will be based on the County's Tax Assessor property search web mapping application and will be configured to support voters and the County Election Center.

-Total cost will be \$10,490.00 which will be paid in two payments; 1st payment in the amount of \$6,490.00 which will be due by May 15, 2010; 2nd payment in the amount of \$4,000.00 will be due by October 15, 2010.

-The attached Scope of Work is hereby made a part of this Amendment No 1.

WITNESS:

GEOGRAPHIC INFORMATION
SERVICES, INC.

BY: _____

TITLE: _____

WITNESS:

MONTGOMERY COUNTY
COMMISSION

BY: _____

TITLE: _____

SCOPE OF WORK

GISi will utilize Montgomery County Tax Assessor's property search web mapping application as the framework for the Election Center's web mapping application. The application will be developed using the Microsoft Silverlight Application Programming Interface (API) for ArcGIS Server 9.3.1 and based on the following functional requirements:

- **Navigation Tools:** The application will have all the standard Navigation tools.
- **Overview Map:** The Overview Map will be included in a separate control and will be able to be toggled on/off.
- **Street Address Search:** Will produce 3 options; address found, address not found, and multiple addresses found.
 - **Address found** – identifies the voter's address and associated polling location. The voters address entered is the driver for identifying their polling location. "Push pin" graphics will be used to identify the voter and polling locations. A route using ArcGIS Online will be generated from the voter's address to the polling location and displayed on the map. A list of "turn by turn" directions will be created and can be printed as a text only output (no map).

In addition to identifying the voter and polling locations, this application will provide the user with open political office summary for that particular voter address. In other words, each voter location drives the political office for which they can vote. This application will filter the open political offices based on voter address and return the results in a list view dialog panel. An XML file will be designed to maintain the open political office per voter district part.

- **Address not found** – If an address isn't found the user will receive a message stating this and to confirm the address they entered is correct.
- **Multiple addresses found** – If multiple addresses are found the user will receive a list of potential addresses. The user will be able to click on the desired address.

Managing Maps, Data, and XML input file

The county will have control to make adjustments to data that is visually available on a web mapping application as well as attributes available for display without requiring an outside consultant to make application modifications. Additionally, county staff will be required to create and maintain the voting information XML file that will be used in the application. During implementation of the application, GISi will work with the county and provide knowledge transfer on how to make these adjustments to the XML file and databases that drive the application.



DEVELOPMENT METHODOLOGY

GISi's development methodology consists of five primary phases which will be employed in this project:

- Planning & Analysis
- Design
- Development
- Testing & QA
- Implementation

▪ **Planning & Analysis**

GISi will coordinate a kickoff meeting to identify project tasks, billing procedures, and establish a communication plan for coordinating the activities of the project as well as status reporting. The overarching goal of this meeting is to review the requirements for this project and to agree on a unified (GISi and Montgomery County) understanding of the application's functional requirements.

▪ **Design**

GISi will utilize the existing Tax Assessor property search application's design. GISi will collaborate with the Election Center to make minor changes to the color scheme, graphics, etc. The layout of the website's framework will not be changed. GISi will host an initial design meeting with the Election Center to identify the cosmetic changes they are requested. The Election Center will review and sign off on design before moving onto development.

▪ **Development**

GISi will develop an ArcGIS Server Silverlight web mapping application for Montgomery County's Election Center based on the scope of work section above.

▪ **Testing & QA**

GISi will conduct an internal test plan and fix and retest any bugs or issues that are identified. GISi will host a 'client review' as part of this process offering the Election Center the opportunity to test the application in the test environment. Any bugs or issues identified will be resolved as part of this phase.

▪ **Implementation**

GISi will work remotely to install/configure the web mapping application. GISi will conduct a virtual (WebEx & conference call) knowledge transfer session with the Election Center reviewing how to use and maintain the web mapping application. GISi is proposing 1-day for this implementation.



PAYMENT TERMS

GISi proposes a firm-fixed price of **\$10,490** to complete this project. All travel expenses have been included in this price. GISi is offering Montgomery County the opportunity to pay for this project in two installments that follow the installment schedule provided below:

- 1st Installment: \$6,490 – due May 15th, 2010
- 2nd Installment: \$4,000 – due October 15th, 2010

DELIVERABLES

- *Voting web mapping application – Silverlight AGS 9.3.1*
- *Instructions for XML file creation/maintenance*
- *Warranty period of 30 days after delivery of the web mapping application*

ASSUMPTIONS

- *Routing dependent on ESRI ArcGIS Online data*
- *The county will be responsible for maintaining this XML file*
- *The county will be responsible for creating and maintaining the mapservices used to drive this application.*
- *The county is responsible for Administration of ArcGIS Server*

ACCEPTANCE

You may indicate your acceptance of the above proposal with a signature from authorized personnel of the Montgomery County, AL.

Montgomery County, AL:

Signature: _____

Name & Title: _____

Date: _____



Geographic Information Services, Inc

4



Haskell|Slaughter

attorneys at law

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

April 30, 2010

TO: John A. Mitchell, Sr.
FROM: Tommy Gallion
RE: Amendment to RFP for Web Mapping Application

I have reviewed your April 30, 2010 memorandum, the April 27, 2010 memorandum from Pat Silas and its attachments. It is my understanding that Geographic Information Service, Inc. was the only vendor to bid on RFP No. 51985-09P-30 for the Web Mapping Application. It is also my understanding that the only bidder for the Election Center Web Mapping Application will also be Geographic Information, Service, Inc.

It is my legal opinion that in lieu of advertising for a separate RFP for the Election Center Web Mapping Application that it would be in the best interest of Montgomery County to amend the RFP for Web Mapping Application by adding the application for the Election Center and thus saving the taxpayers money. I have reviewed the draft Amendment to RFP No. 51985-09P-30 and I see no legal problem with this Amendment in that these two web mapping applications are inter-related and will need to be compatible with each other.

50051-317
3497284_1

APR 26 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 1

DEPARTMENT: Detention Facility REVIEWED: S. Thomas 4/22/2010
4/21/2010 Finance Director Date
REQUESTED BY: Wanda Robinson, Director APPROVED: _____
Elected Official/Dept. Head Date Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
BEDDING	001-52200-349	10,000	-10,000	0
CLEANING & JANITORIAL SUPPLIES	001-52200-216	15,000	6,000	21,000
COPY MACHINE RENTAL	001-52200-223	5,500	4,000	9,500
TOTAL		30,500.00	0.00	30,500.00

JUSTIFICATION:
TO COVER COST OF CLEANING SUPPLIES & COPY MACHINE RENTAL

APR 26 2010

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 7

DEPARTMENT:	Engineering	REVIEWED:	S. Thomas	4/20/2010
			Finance Director	Date
REQUESTED BY:	George C. Speake	APPROVED:		
	Elected Official/Dept. Head		Administrator	Date
		4/20/2010		

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Fuels and Lubricants	111-53199-212	50,000	(300)	49,700
Advertising	111-53199-253	1,000	300	1,300
Fuels and Lubricants	111-53200-212	114,350	(1,700)	112,650
Electricity	111-53200-244	8,800	1,600	10,400
Contract Services	111-53200-304	600	100	700
TOTAL		174,750	0	174,750

JUSTIFICATION:

Internal transfers to cover insufficiencies

COUNTY OF MONTGOMERY
ENGINEERING DEPARTMENT
MATERIALS OPTION

STATE OF ALABAMA)
)
COUNTY OF MONTGOMERY) OPTION TO PURCHASE CLAY GRAVEL

Know all men by these presents that in consideration of one dollar (\$1.00) in hand paid to me, receipt of which is hereby acknowledged, I, Malcolm C. Hall, owner of mineral and surface rights of a certain tract of land hereinafter described, do hereby grant unto the County of Montgomery the right to remove such quantities of clay gravel as desired for use in the maintenance of Montgomery County roads from a certain portion of my land, hereinafter described together with the use of whatever lands are necessary for a convenient temporary right-of-way between this tract of land and Janet Warner Road for the duration of this instrument, said tract being approximately described as follows:

A parcel of land located in the northwest one quarter (NW 1/4) of Section 28, Township 16 North, Range 16 East, Montgomery County, Alabama, on which land the definite location of the clay gravel to be removed has been designated to me, under the following conditions, to wit: Payment for the clay gravel removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit site, the record of yardage for payment to me to be the same as made by the County and that payment shall be made to me by Montgomery County within 30 days after the expiration of each calendar month in which this clay gravel was removed, and it is hereby agreed that no payment shall be made to me for any stripping of material necessarily removed in securing clay gravel or in maintaining a temporary haul road, but that the County will remove, without charge, any or all such stripping of materials to any spot on my land designated by me, within three hundred (300) feet off the place of excavation, and that the payment per cubic yard will compensate me in full for any damages to my land incurred in the removal and disposal of these materials.

The schedule of payment per cubic yard shall be as follows:

June 1, 2010 to May 31, 2011	\$1.02
June 1, 2011 to May 31, 2012	\$1.05
June 1, 2012 to May 31, 2013	\$1.08
June 1, 2013 to May 31, 2014	\$1.11
June 1, 2014 to May 31, 2015	\$1.14

This option to purchase the right to remove materials in accordance with the terms of this instrument shall be binding upon me, my heirs, assigns, or administrators from the date of its execution to May 31, 2015.

This option to purchase clay gravel shall expire on May 31, 2015; however, the County shall have the right to renew the option for five (5) additional years. The price for the clay gravel shall be agreed upon by the owners and Montgomery County within six months of the expiration of the first lease period or this option shall be terminated.

Montgomery County shall maintain the pit in a safe manner with the bottom as level as practical and the sides sloped. During the term of this lease and any renewal period, the lessee shall be responsible for any and all liabilities arising from the operation of all machinery and vehicles used in obtaining and transporting clay gravel and for any liabilities arising from the presence of the pit itself.

I further state that I have the right to give this option and to sell the said clay gravel that I am the sole owner of the land from which the said clay gravel is to be taken and that the said land is free and clear of all liens, encumbrances, and/or reservations.

In witness whereof, I have hereunto set my hand and seal this 21st day of April, 2010.

WITNESS:

Elton N. Dean, Sr.

Malcolm C. Hall L.S.
Malcolm C. Hall

Elton N. Dean, Sr., Chairman
Montgomery County Commission

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 12th day of April, 2010 by and between Williamson Properties, Ltd. (hereinafter called "LESSOR") and the County of Montgomery (hereinafter called "LESSEE").

WITNESSETH:

THAT LESSOR, in consideration of one dollar (\$1.00) in hand paid, does hereby grant unto LESSEE the right to enter upon the lands hereinafter described and to mine and remove such quantities of clay gravel as desired for the use in the maintenance of Montgomery County roads exclusively from a certain portion of the lands hereinafter described together with the use of the existing road between this tract of land and Macon County Road 2 or the most convenient Macon County Road for the duration of this Agreement. LESSEE shall not resell any clay gravel removed without the permission of the LESSOR.

The lands above and hereinafter referred to are described as follows:

A parcel of land located in the northeast quarter of Section 8, Township 16 North, Range 21 East, Macon County, Alabama, and more particularly shown on Exhibit "A" of the AGREEMENT entered into by and between Nancy P. Williamson and the County of Montgomery in May of 1995.

Payment of the clay gravel removed from the above described land shall be by cubic yard loose volume measured in truck beds at the pit side, the record of yardage for payment to the LESSOR to be the same as made by the LESSEE and that payment shall be made to the LESSOR by the LESSEE within thirty (30) days after the last day of the calendar month in which the clay gravel was removed. It is hereby agreed that no payment shall be made to the LESSOR for any stripping of material necessarily removed in securing clay gravel or in maintaining a temporary haul road, but that the LESSEE will remove, without charge, any or all such stripping of material to a spot on the tract as described above as designated by the LESSOR within three hundred (300) feet off of the place of excavation.

The schedule of payments to the LESSOR per cubic yard shall be as follows:

June 1, 2010 to May 31, 2011	\$1.02
------------------------------	--------

This Agreement shall be binding upon the LESSOR, its heirs, personal representatives, administrators, assigns and/or successors in interest from the date of its execution to May 31, 2011.

This Agreement shall expire on May 31, 2011; however, the LESSEE may request to renew this Agreement for an additional year. The price for the clay gravel for the renewal period shall be agreed upon by the LESSOR and LESSEE prior to the expiration of this Agreement on May 31, 2011 or this Agreement will be terminated.

The LESSEE shall maintain the pit in a safe manner with the bottom level as deep as practical, and the sides sloped. It is the intent of the parties that the mining procedure will be such as to maximize the depth of the pit to the extent that the materials as blended are satisfactory for use on Montgomery County roads. The LESSOR agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and to prevent waste.

The LESSEE must obtain LESSOR'S permission, in writing, if LESSEE wishes to use any of the above-described land for purposes other than the mining of gravel.

In that there is a current agricultural lease and a hunting lease in effect on a portion of the above-described property, LESSEE agrees to cooperate with the LESSOR and other lessees to avoid inconveniences to them. Prior to June 1, 2010, the LESSOR and LESSEE will meet to adopt a mining program that will least interfere with the agricultural operation and will satisfy the LESSEE'S needs for clay gravel product. LESSEE must request permission of LESSOR, in writing, if it desires to mine in any area other than the one it has mined on the above-described lands for the last five (5) years.

LESSEE will procure permits where necessary, at its own expense, and will pay for any and all mining taxes, severance taxes, business taxes or other like taxes in connection with the mining or removing of materials from the above described land together with all taxes on buildings and other property and installations constructed or placed upon the above described land by LESSEE. LESSEE will indemnify, defend and hold LESSOR harmless from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law for failure to obtain necessary permits and to pay applicable taxes.

LESSEE shall comply with all present and existing laws and regulations, both State and Federal, including those laws and regulations governing reclamation of lands and the posting of reclamation bonds. LESSEE shall reclaim any mined area within six (6) months after the termination of this Agreement. LESSEE'S reclamation obligation shall be at LESSEE'S sole expense.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages arising out of LESSEE'S mining operations on the above described land including operation of all machinery and vehicles used in obtaining and transporting clay gravel and for any liabilities arising from the presence of the pit itself.

LESSEE agrees to indemnify, defend and hold harmless LESSOR from and against all losses and/or expenses (including judgments, costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages because of bodily injury including death at any time arising there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of LESSEE'S operations under this Agreement.

LESSEE agrees that its mining will be conducted in a workmanlike manner consistent with good mining practices and consistent with the manner in which LESSEE has conducted mining operations on the above described land in previous years. LESSEE specifically covenants that its operations on the above described land shall conform to all applicable laws, regulations and ordinances, now existing or hereinafter passed, of Federal, State and Local Governments and Agencies, including, without limitation, all reclamation and environmental laws, regulations and ordinances. LESSEE shall defend, indemnify and hold LESSOR harmless for all losses, claims, liabilities, fines, assessments, clean-up costs, expenses and costs, including judgments and attorney's fees, resulting from LESSEE'S violation of any such laws, regulations and ordinances.

LESSOR states that it has the right to lease the above-described land and to sell the said clay gravel; that it is the sole owner of the land from which the said clay gravel is to be taken and that the said land is free and clear of all liens, encumbrances and/or reservations.

This Agreement may not be assigned by LESSEE.

This Agreement may be terminated by LESSOR or LESSEE at anytime by giving thirty (30) days written notice to the other party. Prior to the end of the thirty-day period, LESSEE shall remove all machinery, equipment and material belonging to LESSEE from the above-described land. All payments due as set forth above shall be made current through the date of termination and LESSOR agrees to fulfill any reclamation requirements as set forth under this Agreement.

Any notice required or permitted to be given herein under shall be sufficient if given in writing either by hand delivery or by registered or certified United States mail, postage prepaid, addressed to the parties as listed below:

LESSOR: Williamson Properties, Ltd.
1248 Westmoreland Avenue
Montgomery, AL 36106

LESSEE: George C. Speake
Montgomery County Commission
Engineering Department
P. O. Box 1667
Montgomery, AL 36102

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement, in duplicate, as of the day and year set forth herein below.

LESSOR:

Polly G. Williamson

Williamson Properties, Ltd.

By: Polly G. Williamson

WITNESS:

Aulepin

NOTARY PUBLIC:

Sarah Beasley

COMMISSION EXPIRES: MY COMMISSION EXPIRES
4-4-2012

LESSEE:

Elton N. Dean, Sr.

For the County of Montgomery

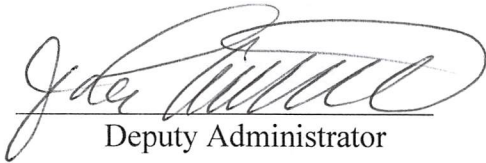
WITNESS:

NOTARY PUBLIC:

COMMISSION EXPIRES: _____

ADJOURNMENT

There being no further business to come before the Commission at this time, the meeting stood adjourned until Monday, May 10, 2010, at 8:00 in the morning.


Deputy Administrator


Chairman