REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

APRIL 26, 2010

AGENDA

INFORMATION SESSION

Call to Order, Welcome at 8:00 a.m.

Prayer Led by Commissioner Williams

Reports from Staff:

Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

Probate Judge Reese McKinney, Jr. and Director of Elections Trey Granger
Executive Director Bill Tucker with Central Alabama Regional Planning and Development Commission
Assistant Personnel Director Karen B. Cason
Montgomery County Parks & Recreation Superintendent James Williams

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Commissioner Wilson

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 12, 2010

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

RESOLUTION:

Consider Adoption of Resolution Proclaiming April 2010 as "The Month of the Military Child"

NEW BUSINESS:

1. Consider Adoption of Resolution Approving the 2010 Sales Tax Holiday, County Commission

2. Consider Approval of Board Appointment to Montgomery County Community Punishment and Corrections Authority, County Commission

3. Consider Approval of Agreement Regarding Transportation Planning Process for the Montgomery Urbanized Area and Adoption of Related Resolution, Engineering Department

4. Consider Approval of Second Addendum to Lease Agreement with East Commerce Development Company, LLC, for the Alabama Extension System Office, County Commission

5. Consider Approval of Renewal Contract with AT&T for Long Distance Services, County Commission

6. Consider Approval of Equipment and Services Schedule and Purchase Order to Verizon Wireless, County Commission

7. Consider Approval of Renewal Contract with American Behavioral Benefits Managers, Inc., Regarding Mental Health and Employee Assistance Programs, Risk Management

8. Consider Approval of Consulting Agreement with Allen Consulting Regarding General and Automobile Liability Actuarial Service, Risk Management

9. Consider Approval of Risk Management Policies; Fire, Tornado/Severe Thunderstorm, Bomb Threats, Suspicious Mail and Smoke-Free Facility, Risk Management

10. Consider Approval of Reaccreditation Contract with American Correctional Association, Youth Facility

11. Consider Approval of Miscellaneous Appropriations Reprogramming Requests, County Commission

12. Consider Approval of Budget Change Request Number 20, County Commission Appropriations

13. Consider Approval of Pay Step Increase for Prospective Community Corrections Officer Candidate, Carolyn Green, Community Corrections

14. Consider Approval of Travel/Training Requests (5)

Reports from Staff:

Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Finance Director Sherrill Thomas

Reports from Staff:

Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

APRIL 26, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 10, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 24, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
MAY 31, 2010	County Holiday (National Memorial Day)
JUNE 14, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JUNE 28, 2010	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.

PERSONNEL ACTIONS

Fill action continues for 1 Clerk Typist II – County Commission Office
Fill action continues for 1 Computer Operation Manager – Information Systems Department
Fill action continues for 1 Grant Specialist – Public Affairs Department
Fill action continues for 1 Clerk Typist II – Support Services Department
Fill action continues for 1 Painter I – Support Services Department
Fill action continues for 1 Mail & Store Room Clerk – Support Services Department
Fill action continues for 1 Revenue Auditor – Tax and Audit Department
Fill action continues for 1 Community Corrections Officer – Community Corrections
Fill action continues for 1 Clerk II – District Attorney's Worthless Check Unit
Fill action continues for 1 Clerk IV – District Attorney's Worthless Check Unit
Fill action continues for 1 Worthless Check Director – District Attorney's Worthless Check Unit
Fill action continues for 1 Case Manager I – District Attorney's Child Support Unit
Fill action continues for 7 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 2 Correction Officer Corporal's – Detention Facility
Fill action continues for 2 Clerk III's – Detention Facility
Fill action continues for 1 County Road Equipment Operator I – Engineering Department
Fill action continues for 1 Civil Engineer Tech I – Engineering Department
Fill action continues for 1 Clerk III – Probate Judge's Office
Fill action continues for 2 Customer Service Clerk's – Probate Judge's Office
Fill action continues for 1 Probate Court Clerk – Probate Judge's Office
Fill action continues for 1 Clerk III – Revenue Commissioner's Office
Fill action continues for 1 Latent Fingerprint Examiner – Sheriff's Office
Fill action continues for 2 Deputy Sheriff Trainee's – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility

April 26, 2010

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
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

04-26-10 Meeting

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

04-26-10 Meeting

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

04/26/10 Meeting

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

CHECK #	PAYEE	AMOUNT	DATE
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

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.

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 26h day of April, 2010.

Elton N. Dean, Sr.
Chairman

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Elton N. Dean, Sr.
Chairman

Reed Ingram
Vice Chairman

Dimitri Polizos
Jiles Williams, Jr.
Ham Wilson, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda
APR 26 2010

April 22, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
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.

DLM/tn

Updated on 01/2009

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	**4 year term**
District Attorney	**6 year term**
All others	**3 year term**

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ELTON N. DEAN, SR.
Chairman
REED INGRAM
Vice Chairman
DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

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

GEORGE C. SPEAKE, PE, PLS
County Engineer
JAMES M. KELLEY, PE
Assistant County Engineer
(334) 832-1310
Fax (334) 832-7190

Agenda
APR 26 2010

MEMORANDUM

2010 APR 19 PM 2:23
MONTGOMERY COUNTY COMMISSION

TO: Mr. Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer George C. Speake 4/19/10

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.

GCS/gcs

Attachments

cc: File

Georgè 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.morrissette@prattvilleal.gov; wkuiii@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 are 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

3-10

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

Agenda

APR 2 6 2010

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.

4-1

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:	**LESSEE:**
East Commerce Development Company, L.L.C.	Montgomery County Commission
an Alabama Limited Liability Company	
By: ______________________	By: ______________________
Skip Dotherow, Executive Vice President	Elton N. Dean, Sr.
Ballard Realty Company, Inc., Managing Agent	Chairman
East Commerce Development Company, L.L.C.	

Agenda
APR 2 6 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

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

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

JAMs/ps

at&t

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), 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.

Contract ID: 1552491

	AT&T MA Reference No.
at&t	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)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title	Title
Date:	Date:

ATTUID: KW2324

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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

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

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

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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

Agenda
APR 26 2010

MEMORANDUM

TO: Donald L. Mims, Administrator

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

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

verizonwireless

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: _Elton N. Dean, Sr______ Printed or typed title: ______Chairman______
Contact Information:	Email address: rosepyron@mc-ala.org Phone number: 334-832-1306 FAX number: 334-832-1695
Billing Information:	Montgomery County Commission Attn: Rose Pyron PO Box 1667 Montgomery, AL 36102-1667
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: ______

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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.

verizon wireless

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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 GSAAdvantage.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.

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.

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.

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.

2.0 Service Rate Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

a. Voice Service Pricing Plans

America's Choice℠ 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.

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.

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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.

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.

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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. [1]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.

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.

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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 Connect℠‡ (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			
Mobile Web by VZW with MSN[5]	$4.99 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] Global Phone	Zone 1 Countries		$0.69/ minute	
	Zone 2 Countries		$1.99/ minute	

[1]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.

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.

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Data /Air Cards

VZW UM175 (USB) While Supplies Last	VZW USB760	VZW190 Global USB Modem	VZW AD3700 Global USB Modem	VZW MiFi 2200	VZW PC770 2-in-1 PC Card and Express Card	VZW USB1000 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 While Supplies Last	LG Accolade VX5600	VZW CDM 8950	VZW Razzle	VZW Blitz	Samsung Sway SCH-u650
$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!

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Elton N. Dean, Sr.
Chairman

Reed Ingram
Vice Chairman

Dimitri Polizos
Jiles Williams, Jr.
Ham Wilson, Jr.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

Donald L. Mims, CPA, MPA
Administrator
John A. Mitchell, Sr.
Deputy Administrator
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

APR 26 2010

April 13, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
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.

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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

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**

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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).

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(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.

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(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").

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(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

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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.

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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 Count, 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.

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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]

7-10

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: [signature] 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	Telephone: ______
Facsimile: (205) 868-9600	Facsimile: ______

7-11

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) or 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: ______________________________

7-12

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: ______________________________

7-13

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

March 15, 2010

TO: Donnie Mims

FROM: Tommy Gallion
Scott Kramer

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.

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7-14

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

Agenda

APR 26 2010

April 19, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
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

8-1

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 ______________

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

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ESTABLISHED 1816

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Agenda
APR 26 2010

April 19, 2010

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
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

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.

YOUTH FACILITY

Agenda

APR 2 6 2010

2010 MAR 31 AM 10:09

MONTGOMERY COUNTY COMMISSION

Memo

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.

10-1

YOUTH FACILITY

Memo

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

From: Michael C. Provitt, Detention Director

CC: File

Date: 2/17/2010

Re: **RE-ACCRECITATION 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.

approved

10-2

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 Montogomery 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 **<u>$15,000.00</u>** 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 **<u>$7,500.00</u>** 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 **<u>$7,500.00</u>** 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:	For the:
MONTGOMERY COUNTY YOUTH FACILITY	**AMERICAN CORRECTIONAL ASSOCIATION**
By: ______________________	By: ______________________
Title: ______________________	Title: Executive Director
Date: ______________________	Date: ______________________

10-5

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

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
JILES WILLIAMS, JR.
HAM WILSON, JR.

A COUNTY OLDER THAN THE STATE

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

ESTABLISHED 1816

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

Agenda
APR 26 2010

April 26, 2010

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

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; (Ingram)

C-2010-68: American Red Cross, for Local Disaster Relief Fund - $1,000; (Ingram)

C-2010-69: Child Protect, Inc., for Support of their Mission of Service to Children of Abuse - $500; (Ingram)

C-2010-70: Hospice of Montgomery, Inc., for Indigent Patient Care - $500; (Ingram)

NC-2010-96: Alabama Cooperative Extension System, for the Dairy Judging Team to Represent Montgomery County at the Nationals in Louisville, Kentucky - $1,000; (Ingram-$500 and Wilson-$500)

NC-2010-97: BOE, Robert E. Lee High School, for Hall of Fame Ceremony – $2,000; (Polizos)

DLM/tll

11-1

Agenda

APR 2 6 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
	TOTAL	421,300	0	421,300

JUSTIFICATION:

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

12-1

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

Agenda
APR 26 2010

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,

Paul H. Brown

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

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
2. Brent Talley
3.
4.
5.
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.

To be completed by the Finance Department

Fund Code:	001-52200-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$11,412.00
Budget Available:	$8,588.00
Current Requests:	$385.00
Budget Balance:	$8,203.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/15/2010

cc: Finance Director / Buyer

14-1

Revised October 12, 2005

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	X	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.

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

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/15/2010

cc: Finance Director / Buyer

14-2

Revised October 12, 2005

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 [XX] 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.

To be completed by the Finance Department	
Fund Code:	001-52604-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$10,000.00
Approved Requests:	$955.00
Budget Available:	$9,045.00
Current Requests:	$391.00
Budget Balance:	$8,654.00

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/15/2010

cc: Finance Director / Buyer

14-3

Revised October 12, 2005

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 2. 3. 4. 5. 6.

Check Mode of Transportation: County Vehicle [ ] Private Vehicle [X] Commercial Air [ ] 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.

To be completed by the Finance Department

Fund Code:	007-51120-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$16,000.00
Approved Requests:	$3,118.91
Budget Available:	$12,881.09
Current Requests:	$938.00
Budget Balance:	$11,943.09

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 4/20/2010

cc: Finance Director / Buyer

14-4

Revised October 12, 2005

Appendix C

Agenda

APR 26 2010

Montgomery County Commission
Travel / Training Request Approval

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
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	x	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.

To be completed by the Finance Department

Fund Code:	124-52960-265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$15,500.00
Approved Requests:	$5,160.00
Budget Available:	$10,340.00
Current Requests:	$128.00
Budget Balance:	$10,212.00

Donald L. Mims, Administrator

Reviewed by: B. Green

Date: 4/9/2010

cc: Finance Director / Buyer

14-5

Revised October 12, 2005