

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

MARCH 14, 2011

AGENDA

INFORMATION SESSION

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

Prayer Led by Commissioner Williams

Reports from Staff:

County Administrator
Deputy Administrator
County Attorney
County Engineer

Comments from Scheduled Attendees:

General Manager Steve Barber and Service Manager Bryan Clark with Norment Security Group, Inc.
E9-1-1 Rural Addressing Coordinator Jane Brown
Juvenile Court Administrator Bruce Howell

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Wilson

Pledge of Allegiance Led By Chairman Dean

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of February 28, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Board Member Appointments to Pine Level Water Authority, County Commission
2. Consider Board Member Reappointment to Sellers Station Water and Fire Protection Authority, County Commission
3. Consider Board Member Reappointment to Waugh-Mount Meigs Volunteer Fire Protection Authority, County Commission
4. Consider Contract with Otis Elevator Company Regarding Elevator Maintenance, County Commission
5. Consider Contract with Climate Service Inc., Regarding Maintenance of Heating and Cooling System at the K9 Facility, Sheriff's Office
6. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission
7. Consider Payment of Invoice to the City of Montgomery Regarding Reimbursement of Legal Fees to Capell & Howard, P.C., for Project Shadow, County Commission
8. Consider Budget Change Request Number 3, Sheriff's Office
9. Consider Travel/Training Requests (7)

OLD BUSINESS:

10. Consider Board Member Appointment to Montgomery County Community Punishment and Corrections Authority, County Commission
11. Consider Request from Montgomery County Board of Education Regarding Additional Funding for Montgomery Public Schools, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Adjourn

Directly Following the Formal Session a 55 Minute Training Video from the Ethics Commission Will Be Shown in the Commission Chambers

CALENDAR OF EVENTS

MARCH 14, 2011

Regular County Commission Meeting
8:00 a.m. - Information Session
9:30 a.m. - Formal Session
After Conclusion of the Formal Session, a 55
Minute Training Video from the Ethics Commission
Will Be Shown in the Commission Chambers

MARCH 28, 2011

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.

APRIL 11, 2011

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.

APRIL 25, 2011

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 9, 2011

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 23, 2011

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 Assistant Revenue Manager – Tax & Audit Department
Fill action continues for 1 Revenue Manager – Tax & Audit Department
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 6 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – 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 2 Deputy Sheriff Trainees – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 2 Juvenile Detention Supervisor – Youth Facility
Fill action continues for 1 Cook/Mess Steward – Youth Facility

March 14, 2011

03-14-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 03-04-11

Check Number	To	Check Number
215369		215514
Total Checks Paid		\$1,051,407.38

CHECK #	PAYEE	AMOUNT	DATE
215367	Dell Marketing LP	\$ 4,711.24	03/01/11
215368	Postmaster Bulk Mailing	\$ 5,486.07	03/02/11

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
03/04/2011**

Check Number	To	Check Number
215515		215645
Total Checks Paid		\$501,535.64

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

03-14-11 Meeting

MONTGOMERY COUNTY COMMISSION

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

CHECKS ARE DATED 03-11-11

Check Number	To	Check Number
215646		215666
Total Checks Paid		\$66,448.07

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED
03/11/11

Payroll Check Number	107479	To	Payroll Check Number	107623	\$ 110,108.14
Direct Deposits					\$ 801,658.23
Payroll Check Number	107624	To	Payroll Check Number	107655	\$ 283,106.44
Direct Deposits					\$ 325,488.40
Federal Deposits					\$ 306,662.69
Total Payroll Paid					\$ 1,827,023.90

CHECK #

107478

PAYEE

James H. Loftin

AMOUNT

\$262.29

DATE

02/25/11

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

Agenda

MAR 14 2011

2011 FEB 14 AM 10:07

MONTGOMERY COUNTY
COMMISSION

Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Commissioners:

This letter is to inform you that **Flora Merritt** of 13268 County Road 1101, Goshen Alabama 36035, has agreed to continue serving on the Pine Level Water Authority Board of Directors.

Her current term expires in March 2011. She will begin her new term immediately.

If you have any questions, please call (334)584-7120.

Thank you.



Tamara Ray *for*

Tommy O. Sikes
President, Pine Level Water Authority Board of Directors

PINE LEVEL WATER AUTHORITY

February 21, 2011

Montgomery County Commission
PO Box 1667
Montgomery, AL 36102-1667

Dear Commission:

It is with great sadness that the Pine Level Water Authority Board of Directors informs the Commission of the death of our respected Board Member, Mr. Newton Rials. Mr. Rials served as Certified Operator for many years before leaving that position to accept appointment to the Board of Directors. He will be missed.

His passing leaves a vacancy on the Board to be filled by appointment by the Montgomery County Commission.

The Board met on February 17, 2011 and selected the following persons as candidates to complete the remainder of Mr. Rials' term as Director:

Ann Dees, 704 Pine Level Loop Ramer AL 36069, 334-584-7669

Iva Duffell, 94 Moore Rd Ramer AL 36069, 334-399-6629

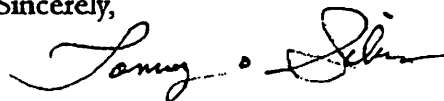
J. C. Norman, 17271 Meriwether Trail Grady AL 36036, 334-584-7243

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

Any one of these residents of Pine Level Water Authority would be an asset to the Board of Directors.

Please notify Pine Level Water Authority at PO Box 10 Pine Level AL 36065-0065 when the appointment has been made. Thank you for your assistance in this matter.

Sincerely,



Tommy O. Sikes, President of the Board

Pine Level Water Authority

Pine Level Water Authority

Members:

Term Expires:

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

3/1/2015

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

3/1/2011

* Newton Rials
293 Rials Road
Grady, AL 36036
Home: 334-562-3323

3/1/2013

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

3/1/2014

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

3/1/2012

cc: Chairman Sikes

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

Term: 6 years

MAR 14 2011

SELLERS STATION WATER SYSTEM, INC.
815 WEST HICKORY GROVE ROAD
LAPINE, AL. 36046
334-286-9538

MONTGOMERY COUNTY
COMMISSION
2011 FEB 17 AM 9:05

February 14, 2011

Mr. Donald L. Mims
County Administrator
Montgomery County Commission
P.O. Box 1667
Montgomery, AL. 36102-1667

Dear Mr. Mims:

In response to your letter dated January 19, 2011, concerning Mr. Moses Sellers term on our board expiring, Mr. Sellers would like to be reappointed for another 6 year term.

Sincerely yours,



Robert A. Guy
President
Sellers Station Water System, Inc.

RAG/jmg

Sellers Station Water and Fire Protection Authority

Members:

Term Expires:

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

3/1/2013



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

3/1/2011

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

3/1/2015

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

Term: 6 years



Waugh-Mount Meigs Volunteer Fire Protection Authority

P. O. Box 23 □ Mount Meigs, AL 36057

Alma J. Bowen
President

Bessie N. Butts
Vice President

Fannie L. K. Ray
Secretary

Rosa Leggett
Treasurer

Lee Stinson
Chief

February 17, 2011

Agenda

MAR 14 2011

Mr. Donald L. Mims, County Administrator
Montgomery County Commission
P. O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

Reference your letter dated January 19, 2011.

Request reappointment of Mr. John Crayton to serve another term as a board member of the Waugh-Mount Meigs Volunteer Fire Protection Authority.

This letter will be faxed to (334) 832-2533 to ensure receipt by your February 18, 2011 request. Also, this letter will be mailed for your records.

If you have questions, please feel free to call me at (334) 215-7503.

Sincerely,

Alma J. Bowen
President

2011 FEB 23 AM 8:56
MONTGOMERY COUNTY
COMMISSION

Three Stations to Serve District 3

Line Creek Road (Station #1) □ Alexander Road (Station #2) □ Okfuski Trail (Station #3)

3-1

Waugh-Mt. Meigs Volunteer
Fire Protection Authority

Members:

Term Expires:

Lindsey Ray
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2015

*

John Crayton
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2011

Alma Bowen
c/o Waugh-Mt. Meigs Volunteer
Fire Protection Authority
P.O. Box 23
Mt. Meigs, AL 36057

3/1/2013

cc: Alma Bowen, Chairperson

Term: 6 years

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

MAR 14 2011

March 10, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: John A. Mitchell, Sr.
Deputy Administrator 

RE: Elevator Maintenance Contract

Attached is a letter from Pat Silas regarding elevator maintenance in Annex 3 and the Detention Facility (J2). Ms. Silas spoke with Teresa Davis, State Examiner, concerning bids on maintenance contracts for elevators. Ms. Davis gave us approval to not bid out this contract because of proprietary constraints and advised us to have a sole source memo added to the contract file.

The County received quotes from Otis Elevator and EMR. Otis Elevator is able to service elevators in both buildings and quoted \$265.00 lower than EMR. EMR's quote is more costly and they do not have the technical capability to service all elevators.

This item was discussed with the Commission during the working session on February 28, 2011. Please place this item on the agenda for approval during the March 14, 2011 Commission meeting.

/rw

Attachments

MEMORANDUM

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

FROM: Pat Silas, Assistant Director
Support Services *PS*

DATE: February 25, 2011

SUBJECT: Elevators in the Detention Facility
and Annex III

On February 17, 2011, I talked with Ms. Teresa Davis, State Examiner, regarding the above referenced elevator maintenance contracts. I explained to Ms. Davis that the County had never bid the maintenance contracts in the past because of the elevator companies having proprietary restraints in their contracts regarding other companies, other than their own, servicing and repairing the elevators.

I told her that the County was planning on bidding the maintenance contracts in the new Detention Facility and Annex III but that Otis Elevator, who installed the elevators in the Detention Facility, had advised that other companies could service their elevators up to a point and once they reached certain things, like belts, that on one could touch them by Otis.

I advised Ms Davis that this was a concern because if we had two different companies maintaining the elevators and something went wrong, they would be pointing fingers at each other and no one would take the blame.

Ms. Davis advised that it would be o.k. to go ahead with the contracts instead of bidding but to put a sole source memo in the file.

On February 24, 2011, I requested a quote from EMR, the installer at Annex III, for the maintenance of the elevators at the Detention Facility and a quote from Otis for the maintenance of the elevators at Annex III.

On this date, I received the attached proposal from Otis Elevators for the maintenance of elevators at Annex III. The quote is \$265.00 lower than the quote from EMR.

I also telephoned and talked with Mr. Jim Hanes of EMR regarding the request for quote I had faxed him. Mr. Hanes advised that no one could touch the Otis Elevators in the Detention Facility but Otis because the Otis Gin 2 elevator is state of the art and proprietary. I ask Mr. Hanes if his elevators in Annex III are proprietary and he said, no, that anyone can maintain them.

The contracts have been sent to Tommy Gallion, County Attorney, for review. An opinion to go ahead on the Otis Elevator contract at the Detention Facility has been sent back and Mr. Gallion gave the o.k. on it, but the EMR has not.

Attachment



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

February 18, 2011

2011 FEB 21 PM 1:06

MONTGOMERY COUNTY
DETENTION FACILITY

TTG

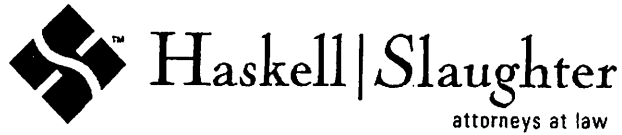
TO: Donnie Mims
FROM: Tommy Gallion
RE: Otis Elevator Company
Maintenance Contract for MCDF

I have reviewed your February 18, 2011 memorandum and the Otis Elevator Company Maintenance Contract Proposal for the Montgomery County Detention Facility's five elevators. The contract price is Two Thousand Three Hundred Forty-Five Dollars (\$2,345) monthly and is payable annually.

This is a five year contract. There is no dispute clause in this proposal, but any litigation and mediation would be in Montgomery.

I am of the opinion that the services provided for in this contract 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 contract should not be executed if it is the desire of the Commissioners.

50051-317
#4116186_1



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

MEMORANDUM

February 23, 2011

TO: Donnie Mims
FROM: Tommy Gallion
RE: Annex III Elevators
Elevator Maintenance & Repair, Inc – three contracts

T 76

I have reviewed your February 22, 2011 memorandum and Pat Silas' February 22, 2011 memorandum to you. I have also reviewed the three Elevator Maintenance & Repair, Inc, Full Maintenance Service Contract described as follows:

1. service on one six stop passenger, two front four rear openings, garaventa, and one platform lift at a rate of \$225 per month;
2. service on one eight stop passenger, front and rear openings four each, and simplex operation for \$250 per month; and
3. service on one four stop passenger elevator, in line openings and simplex operation for \$165 per month.

I agree with Pat Silas. It is my legal opinion that the dispute resolution be added to each of these contracts.

50051-317
#4,122,006

Pat Silas

From: Stutzman, Mark [Mark.Stutzman@otis.com]
Sent: Friday, February 25, 2011 8:29 AM
To: donaldmims@mc-al.org
Cc: Pat Silas; Trimmer, Dave A
Subject: Emailing: 236049
Attachments: 236049.pdf

Mr. Mims,

Attached is a proposal for the 3 elevators and 1 chair lift in the Annex 3 building. The price is as follows; \$115/mo per elevator and \$30/mo for the chair life. The total is \$375/mo based on annual billing. This price can only be offered when accompanied with the agreement for the detention center. If we do not get the contract for the detention center I would need to quote this building at a higher rate. We all realize how tight funds are right now and we are hoping this package deal can help the County.

Please feel free to call me at any time if you have any questions. I will also make myself available to you if you need me to come to Montgomery to meet with you. The benefits that a customer receives from using Otis is difficult to explain over email and I would love the opportunity to further explain why our services are the best in the industry.

Best Regards,

Mark Stutzman | Senior Account Manager

Otis Elevator Company | ☎:205-982-8000 ext. 23 | 📠 205-229-6768 | 7: 860-998-9078

✉ mark.stutzman@otis.com | www.otis.com | [eService](#)

This e-mail contains confidential or privileged information and is intended for a sole recipient or for company use only. If you think you have received this e-mail in error, please advise the sender by reply e-mail and then delete this e-mail immediately.



DATE: 02/25/2011

TO:
Montgomery County Commission
101 S. Lawrence Street
Montgomery, AL 36104

FROM:
Otis Elevator Company
2194-B Parkway Lake Drive
Suite B
Birmingham, AL 35244

EQUIPMENT LOCATION:
Montgomery County Annex 3
101 S. Lawrence Street
Montgomery, AL 36104

Mark Stutzman
Phone: (205) 982-8000 ext 23
Fax: (860) 998-9078

PROPOSAL NUMBER: 022511ms01

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
3	Elevator Controls	Hydro	TBD
1		Wheel Chair Lift	TBD

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE[®] 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE[®] customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an American with Disabilities Act ("ADA") call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to timely reach a building representative, Otis shall respond to the ADA call as an authorized callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS[®] program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS[®] program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the

Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any

indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

The prices quoted above are based upon the additional execution of the contract for the elevators located in the Montgomery County Detention Center.

The following modifications are made to this agreement:

- 1) Otis agrees to abide by the attached dispute resolution paragraph provided by the customer.
- 2) Otis acknowledges the tax exempt status and agrees to delete the third paragraph under the section titled "Payments"
- 3) Otis agrees to take out the third and fourth paragraph under the section titled "Payments".
- 4) Otis agrees to delete the second paragraph under the section titled "Environmental Protection".
- 5) Otis agrees to delete the only paragraph under the section titled "Mainline Disconnects".

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred seventy-five dollars (\$375.00) per month, payable annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Thirty-seven dollars and fifty cents (\$37.50) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2010** which was **215.000**.

B. Labor

Three hundred thirty-seven dollars and fifty cents (\$337.50) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract

on **01/01/2011** which was **60.986**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 3/1/11.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	☐	_____
Fifteen (15) Years	5%	☐	_____
Twenty (20) Years	7%	☐	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to assign the contract to the new owner of the building.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Mark Stutzman

Title: mark.stutzman@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

E-mail: _____

Name of Company: _____

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

Otis Elevator Company

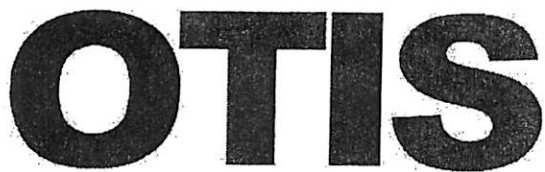
Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____



DATE: 03/23/2010

TO:

Montgomery County
301 South Hull St
Montgomery, AL 36102

FROM:

Otis Elevator Company
2194-B Parkway Lake Drive
Suite B
Birmingham, AL 35244

EQUIPMENT LOCATION:

Montgomery County Detention Center
301 South Hull St
Montgomery, AL 36102

Mark Stutzman
Phone: (205) 982-8000 ext 23
Fax: (860) 998-9078

PROPOSAL NUMBER:

EQUIPMENT DESCRIPTION:

Number of Units	Manufacturer	Equipment Type	Machine Numbers
3	Otis	Gen2 Traction	733502-4
2	Otis	Hydro	209967-8

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management SystemSM preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS[®] standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, adjustment, and, if conditions or usage warrant, repair or replacement of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.

- Motors, motor generators, motor windings, rotating elements, commutators, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

RELIABILITY

PARTS INVENTORY

We will during the term of this Contract maintain, either in the elevator machine room or as part of our examiner's mobile inventory, a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any parts replaced under this Contract will be with new parts manufactured or selected by Otis or with parts refurbished to Otis standards. Replacement parts stored in the machine room remain our property until installed in the Units. We will furnish replacement parts in exchange for the parts replaced. We further agree to maintain a supply of routine replacement parts in our local parts warehouse inventory and/or the Otis Service Center, available for express delivery in case of emergencies.

MAJOR COMPONENT INVENTORY

We will maintain a supply of genuine Otis major components available for emergency replacement in our warehouse inventory. This inventory includes, but is not limited to, generator rotating elements, motor rotating elements, brake magnets, solid-state components, selector tapes, and door operator motors. Major components will be in our warehouse inventory or available from facilities located throughout North America.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to e*Service via Otis.com and our OTISLINE[®] 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on e*Service or through an OTISLINE[®] customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an American with Disabilities Act ("ADA") call outside of regular working hours, Otis shall make at least one attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to timely reach a building representative, Otis shall respond to the ADA call as an authorized callback outside of regular working hours.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS[®] program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – e*SERVICE

We will use the OMMS[®] program to record completion of maintenance procedures. We will, at your request, provide you access to e*Service via Otis.com. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use e*Service.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units. We will conduct an annual no load test and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car and counterweight buffers. If required, the governor will be recalibrated and sealed for proper tripping speed, and elevator car balances will be checked.

As required by Code, or once every five years at a minimum, we will measure the coated steel belts for factor of safety using a method approved by the manufacturer.

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

SAFETY TESTS - ROPED HYDRAULIC ELEVATORS

We will periodically examine safety devices and governors of the Unit. We will conduct an annual no load test, annual pressure relief valve test, and perform at each fifth year a full load, full speed test of safety mechanisms, overspeed governors, and car buffers. If required, the governor will be recalibrated and sealed for proper tripping speed.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance and functioning of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the

Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non-Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units, that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers.

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to make any replacements, renewals, or repairs necessitated by any obsolete or discontinued part of the Unit(s) or by reason of any cause beyond our control (except ordinary wear and tear) including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We shall indemnify and hold you harmless from damages or losses sustained by you due solely to personal injury or property damage occurring during the performance of the Work and only to the extent directly caused by our negligence or the negligence of our employees, agents or subcontractors. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any

indirect, special or consequential damages of any kind.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

The following modifications are made to this agreement:

- 1) Otis agrees to abide by the attached dispute resolution paragraph provided by the customer.
- 2) Otis acknowledges the tax exempt status and agrees to delete the third paragraph under the section titled "Payments"
- 3) Otis agrees to take out the third and fourth paragraph under the section titled "Payments".
- 4) Otis agrees to delete the second paragraph under the section titled "Environmental Protection".
- 5) Otis agrees to delete the only paragraph under the section titled "Mainline Disconnects".

CONTRACT PRICE AND TERM

CONTRACT PRICE

Two thousand three hundred forty-five dollars (\$2,345.00) per month, payable annually

PRICE ADJUSTMENT

The Contract Price will be adjusted on the effective date of any labor rate adjustment under Otis' contract with the International Union of Elevator Constructors (IUEC Contract) to reflect increases or decreases in material and labor costs.

A. Material

Two hundred thirty-four dollars and fifty cents (\$234.50) of the original Contract Price will be increased or decreased by the percent increase or decrease shown by the index of "Producer Commodity Prices for Metals and Metal Products" published by the U. S. Department of Labor, Bureau of Statistics for the price adjustment month compared with the index on **12/01/2009** which was **196.000**.

B. Labor

Two thousand one hundred ten dollars and fifty cents (\$2,110.50) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2010** which was **57.827**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

TERM

The Commencement Date will be 4/12/10.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed at each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

EXTENDED TERM

The Term of this Contract will be extended as selected below, and we will apply the corresponding discount to the net billing amount.

<u>Extended Contract Term</u>	<u>Extended Term Discount</u>	<u>Selection</u>	<u>Initial</u>
Ten (10) Years	3%	☐	_____
Fifteen (15) Years	5%	☐	_____
Twenty (20) Years	7%	☐	_____

In the event a customer chooses an extended term, the Contract will automatically renew at the expiration of the Extended Contract Term for successive periods equal to the initial Extended Contract Term. Either party may terminate the Contract at the end of the initial Extended Contract Term or at the end of any subsequent Extended Contract Term by giving the other party at least ninety (90) days written notice prior to the end of the then current Term.

At the end of the initial Extended Contract Term, or at the end of any subsequent Extended Contract Term, you may elect to have the subsequent terms reduced to five (5) year periods by giving us at least ninety (90) days written notice prior to the end of the then current Term. If such notice is given, the Extended Term Discount will be discontinued upon the subsequent automatic renewal date of this agreement.

In the event the contract is terminated for any reason prior to the expiration date of the selected Extended Term or any subsequent Extended Term, you agree to pay us the amount of the full Extended Term Discount you received during the Extended Term or any subsequent Extended Term. This is in addition to and not in lieu of any other rights or remedies we may have.

You agree to notify us if the property is sold, there is a transfer of ownership or if there is a change in management of the property. You also agree to advise the new owner, manager or transferee of the existence of this maintenance contract including its terms and obligations. You agree to assign the contract to the new owner of the building.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The method of payment will be by check.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Mark Stutzman

Title: Account Manager

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title: _____

E-mail: _____

Name of Company: _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Dave Trimmer

Title: Branch Manager

☐ Principal, Owner or
Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

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

MAR 14 2011

March 10, 2011

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: K-9 Facility Maintenance

Sheriff D.T. Marshall has submitted two quotes for regular maintenance of the heating and cooling unit at the K-9 facility in Snowdown.

The lowest quote was received by Climate Store. This was discussed during the February 28, 2011 meeting. I was advised to place this item on the agenda for approval at the March 14, 2011 Commission meeting. Your approval is appreciated.

/rw

Attachment

D.T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX: (334) 832-2500

January 5, 2011

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

FROM : Sheriff D. T. Marshall *DM*
Montgomery County Sheriff's Office

SUBJECT : K-9 Unit Office
Highway 331 South
Snowdown, AL

When this facility was completed, neither TCU nor Haynes Kelly made arrangements for a maintenance contract or regular care of the heating and cooling system at the K9 Facility.

Enclosed are two quotes that the Sheriff's Office has obtained for this service.

Climate Service, Inc.
596F Oliver Road
Montgomery, AL
\$106.00 to be billed monthly after each inspection.

Capital Refrigeration Company
619 East Jefferson Street
Montgomery, AL
\$2736.00 per year, payable monthly at \$228.00 after each inspection.

Both quotes cover monthly inspections and replacements of air filters.

I am requesting that the County Commission either assume this financial obligation or increase the Sheriff's Office budget to cover this additional expense. I am also requesting that the low bid from Climate Service be accepted.

Your assistance in this matter will be appreciated.

DTM/tb

2011 JAN -5 AM 10:28
MONTGOMERY COUNTY
SHERIFF'S OFFICE

SERVICE ON HEATING.
AIR CONDITIONING.
ICE MACHINES, &
REFRIGERATION UNITS.



596F OLIVER ROAD
MONTGOMERY, ALABAMA 36117
TELEPHONE:
279-6933

INSPECTION AND REGULAR SERVICE AGREEMENT

This agreement between Montgomery County Sheriff's Office as the Owner, and Climate Service, Inc., as the Contractor, requires that the Contractor furnish the labor, equipment, tools, filters and lubricants to perform the Regular Service as outlined below on the HVAC equipment located at the K-9 Unit office, Highway 331 South, Snowdoun, Alabama.

SCOPE OF WORK

Contractor will service and inspect the heating and air conditioning equipment on a contract basis. This service will consist of the following:

MONTHLY INSPECTION

1. Replace return air filters with 40% pleated filters.
2. Visually inspect equipment for any unusual noise and vibration.

QUARTERLY INSPECTION

1. Check operation of packaged heat pump units.
2. Check indoor and outdoor motors and fans for unusual noise and vibration.
3. Check, adjust, or replace belts on air handling units so equipped. (Cost of belts extra)
4. Check units for proper operation, heating or cooling.
5. Check oil sight glasses for proper level where applicable.
6. Check refrigerant sight glasses for bubbles where applicable.
7. Check and clean condensate drains and pans. Check for proper drainage.

ANNUAL INSPECTION

1. Check operation of heat pump units.
2. Check operation of electric heat and tighten connections.
3. Check units for unusual noise and vibration.
4. Check for proper operation of condenser fans.
5. Check refrigerant sight glasses for bubbles where applicable.
6. Check proper operation of safety controls in cooling and heating.
7. Check and record operating temperatures and pressures on heat pump systems.
8. Check condenser coils and clean as required.
9. Tighten electrical connections and check condition of contacts on heat pump units.
10. Lubricate motor and fan bearings.

11. Inspect indoor coils and blower wheels for cleanliness. (Advise Owner when cleaning required, cost of cleaning will be billed extra with prior approval from the Owner.)

Any repairs required in addition to this regular service will be billed on a time and material basis. No additional work will be performed without prior approval of the Owner.

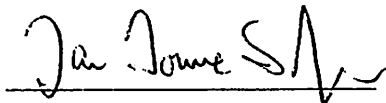
The services listed above will be provided for \$106.00 per inspection, to be billed following each monthly inspection.

This agreement will become effective on _____ 2011, and will continue indefinitely unless canceled by either party with thirty days written notice.

The contractor will provide twenty-four hour call answering and will respond to calls by the Owner on a high priority basis.

CLIMATE SERVICE INC.

MONTGOMERY CO. SHERIFF
DEPARTMENT


Date: 12/16/10

Date: _____

MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

Agreement: Page 1 of 5

Company

Capital Refrigeration Company
619 East Jefferson St.
Montgomery, AL 36104

Ph: (334)-263-0201

F: (334)-264-0672

Proposal Date: 2010-12-14

Proposal Number: P00073

Agreement Number: _____

Bill To Identity

Mtgy County Sherriff's K-9 Facility
K-9 Way
Montgomery, AL 36108
Attn: George Beaudry

Agreement Location

Mtgy County Sherriff's K-9 Facility
K-9 Way
Montgomery, AL 36108
Attn: George Beaudry

Capital Refrigeration Company will provide the services described in the maintenance program indicated below.

MAINTENANCE PROGRAM:

Preventive Maintenance

Schedules Included:

(Only Items Checked Apply)

- | | | |
|--|---|---|
| ☒ Equipment Schedule | ☐ Air Filter Service | ☐ Water Treatment |
| ☐ Building Automation | ☐ Customized Service | ☐ Special Conditions Service |

Agreement coverage will commence on 2011-01-01.

The Agreement price is \$ 2,736.00 per year, payable in advanced installments of \$ 228.00 per Month from 2011-01-01 through 2011-12-31.

This Agreement is the property of Capital Refrigeration Company and is provided for Customer's use only. Capital Refrigeration Company guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 Year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

Company

Signature

Alan Peacock

Name

Phone: (334)-263-0201 Fax: (334)-264-0672

2010-12-14

Date

Customer

Signature (Authorized Representative)

Name (Print/Type)

Title

Date

5-5

Equipment Schedule

QTY	EQUIPMENT	MANUFACTURER	MODEL	SERIAL#	RATING	LOCATION
1	Package Unit(s) Kennel AC Unit 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	AAON	RM-004-1-0-EBO9-1 22	201003-AMED 13944	4 Tons 0.25 HP 4 Tons 0.5 HP	Outside Ground
1	Office AC Unit 1 - Supply Fan Motor 1 - Heating Section 1 - Compressor 1 - Condenser Fan Motor	York	B2HZ024A06A		2 Tons 0.25 HP 2 Tons 0.5 HP	Outside Ground

Air Filter Service

CONTRACTOR WILL FURNISH AND INSTALL AIR FILTER MATERIAL(S) AS LISTED BELOW:

UNIT	QTY	CHANGES/YR.	SIZE	TYPE
Package Unit(s) Kennel AC Unit	4	12	16 X 20 X 2	Extended Surfaced Pleated
Office AC Unit	1	12	20 X 25 X 2	Extended Surfaced Pleated

56

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provide. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

SERVICE PROVIDE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):

TEST AND INSPECT: On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

PREVENTIVE MAINTENANCE: On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; coil fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

Preventive Maintenance Terms and Conditions

Agreement: Page 5 of 5

1. Customer shall permit Service Provider free and timely access to areas and equipment, and allow Service Provider to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Service Provider's normal working hours.
2. In case of any failure to perform its obligations under this Agreement, Service Provider's liability is limited to repair or replacement at its option and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Service Provider may either remove the unacceptable system(s), component(s) or part(s) from its scope of responsibility and adjust the annual agreement price accordingly or cancel this Agreement.
4. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
5. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
6. Customer will promptly pay invoices within ten (10) days of receipt. Should a payment become thirty (30) days or more delinquent, Service Provider may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
7. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-material basis at Service Provider's rates then in effect) over the sum stated in this Agreement.
8. Service Provider will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Customer shall permit only Service Provider's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Service Provider's personnel perform such work, Service Provider may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
10. In the event Service Provider must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Service Provider all court costs and attorneys' fees incurred by Service Provider.
11. Any legal action against the Service Provider relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
12. Service Provider shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Service Provider's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Service Provider, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Service Provider. Further and notwithstanding the preceding sentence, Service Provider shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
14. Customer shall make available to Service Provider's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Service Provider expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Service Provider's work under this agreement.
16. Service Provider's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Service Provider's sole obligation will be to notify the Owner of their existence. Service Provider shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
17. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL SERVICE PROVIDER BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
18. This Agreement does not include repairs to the system(s), the provisions or installation of components or parts, or service calls requested by the Customer. These services will be charged for at Service Provider's rates then in effect.

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
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DEPUTY ADMINISTRATOR
(334) 832-1210
FAX (334) 832-2533
TDD (334) 265-3568
www.mc-ala.org

Agenda

MAR 14 2011

March 14, 2011

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-2011-47 Rescind Appropriation to The Montgomery Art Guild, for 39th Montgomery Art Guild Museum Exhibition - \$250; (Wilson)
- C-2011-54: The Montgomery Museum of Fine Arts, for 39th Montgomery Art Guild Museum Exhibition - \$250; (Wilson)
- C-2011-55: The Volunteer & Information Center, Inc., to Support HandsOn River Region and its volunteer program initiatives - \$600; (Ingram)
- C-2011-56: Hospice of Montgomery, Inc., for Indigent Patient Care - \$500; (Ingram)
- C-2011-57: Montgomery County Recreation Department, Tukabatchee Area Council, Boy Scouts of America, for Webelos Camping Program - \$1,000; (Polizos-\$500 and Wilson-\$500)

DLM/tll

6-1

INVOICE

Agenda**MAR 14 2011**

CITY OF MONTGOMERY
P O BOX 1111
MONTGOMERY, AL 36101-1111

(334) 241-2025

TO: MONTGOMERY COUNTY COMMISSION
MS SHERRILL THOMAS
P O BOX 1667
MONTGOMERY, AL 36102-1667

INVOICE NO: 1084
DATE: 11/23/10

CUSTOMER NO: 1/1

TYPE: MS - FINANCE-RENE'S A/R

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	MCC REIMB ATTY FEE-PLNNG 40% REIMBURSEMENT FOR PAYMENT TO CAPELL HOWARD FOR PROJECT SHADOW. SEE ATTACHED:	3,550.94	3,550.94

APPROVED FOR PAYMENT

APPROVED FOR PAYMENT

DATE _____

TOTAL DUE: \$3,550.94

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 11/23/10 DUE DATE: 11/23/10
CUSTOMER NO: 1/1

NAME: MONTGOMERY COUNTY COMMISSION
TYPE: MS - FINANCE-RENE'S A/R

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF MONTGOMERY
ATTN: RENE PASLEY
PO BOX 1111
MONTGOMERY

AL 36101-1111

(334) 241-2032

INVOICE NO: 1084
TERMS: NET 0 DAYS

AMOUNT:

\$3,550.94

7-1

cap

CITY OF MONTGOMERY
SPECIAL PAYMENT AUTHORIZATION

VOUCHER # _____

CONTRACT # _____

INVOICE/ITEM # 152453

Project Shadow

ACCT # 001-3205-711.31-91 AMT \$8,877.35 TOTAL AMOUNT \$8,877.35

ACCT # _____

VENDOR # 8184

ACCT # _____

DATE DUE 11/24/2010

ACCT # _____

DATE IN _____

ACCT # _____

CHECK # _____

ACCT # _____

INPUT BY _____

ACCT # _____

*60% City
40% County
Pay and bill
County*

AUTHORIZATION FOR PAYMENT TO: _____ DATE: November 22, 2010

Capell & Howard, P.C., 150 South Perry Street, P.O. Box 2069, Montgomery, AL 36102-2609

AMOUNT: \$8,877.35

Professional Services _____

001-3205-711.31-91

Betty P. Beville
Prepared By

LICENSE # _____

1099 STATUS _____

W-9

FY11

E. J. [Signature]
FINANCE DEPT. APPROVAL

*Bill to 40% 3,550.94
of 8,877.35
per BB
cr. 3205 = 3,550.94*

CAPELL & HOWARD P.C.
ATTORNEYS AT LAW

HENRY H. HUTCHINSON
334 241 8070 DIRECT
334 241 8270 DIRECT FAX
hh@chlaw.com

November 12, 2010

Honorable Todd Strange, Mayor
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101

RE: Project Shadow

eh

Dear Mayor:

In accordance with your and my telephone conversation of this morning, enclosed is our statement for services rendered and expenses incurred in connection with the referenced project. Because we initially undertook the representation on a "see what develops" basis, we discounted our fees for services rendered by 10%.

Please call me if you have any question concerning this statement. If there is none, we would appreciate our statement being paid by November 30, 2010. We will close our compensation year on that date.

We have enjoyed the opportunity to work with you and others at the City and the Chamber in connection with the project and hope that it will ultimately develop for our community's benefit.

Sincerely yours,

[Signature]

Henry H. Hutchinson

32

HHH:nm
Enclosure

Approved: 8877

cc: William D. Coleman, Esq.
Michael P. Dalton, Esq.

[Signature]

See invoice

001-3205-711.31-91

7-3

MONTGOMERY • OPELIKA / AUBURN

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 3

DEPARTMENT:	Sheriff's Office	REVIEWED:	S. Thomas	2/28/2011
DATE:	2/28/2011	Finance Director		Date
REQUESTED BY:	Sheriff D. T. Marshall	APPROVED:		
Elected Official/Dept. Head		Administrator	Date	

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Contract Services	001-52110.304	65,000	173,000	238,000
Fund Balance	001.35900		-173,000	
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		65,000	0	238,000

JUSTIFICATION:

Additional funds needed to complete the Sheriff's Communication project to replace the NEC system.

D. T. MARSHALL, SHERIFF



OFFICE: (334) 832-4980
FAX (334) 832-2500

Memo To : Donnie Mims
From : Sheriff D.T. Marshall *DM*
Date : February 24, 2011
Subject : Sheriff's Office Software Replacement Project

2011 FEB 24 AM 8:37
MONTGOMERY COUNTY
COMMISSION

As you know, NEC did not fulfill their contract for computer software in the Sheriff's Office and by agreement refunded \$100,000 and forfeited the last \$400,000 left on the contract.

Attached is a memo from Lou Ialacci outlining what is needed to finish out computer system. Please present this proposal to the Commission for their approval.

Memo

To: Derrick Cunningham
From: Lou Ialacci 
CC: Rodney Smith, Dave Bryan
Date: February 22, 2011
Subject: Sheriff's Office Software Replacement Project

The project to replace the NEC software is progressing very well. In the settlement with NEC the County received one hundred thousand dollars to be used to assist with the migration away from the NEC PSR systems. In addition there is supposed to be \$500,000 in the general fund that was to be used to complete the original NEC project. There were several vendors trying to encourage MCSO to look at all the new software on the market. The price range for the software was from \$800,000 to over \$2,000,000. After looking into the alternatives it was decided that the best solution was to utilize software made available to the county at no initial cost by two small independent companies. The county has approved Master Service Agreements with both companies to install their software, convert from the old NEC system, and customize it for MCSO.

We have converted most of the Computer Aided Dispatch (CAD) and incident/offense reporting portions of the systems. We are ready to convert and implement jail booking, jail reporting, warrants, civil papers, and fingerprints in the next six to eight weeks. This will have MCSO completely off the NEC systems before our year's service agreement with them expires. To date MCSO has spent approximately \$110,000, which is the money paid by NEC plus additional money from the E911 fund to implement a new Automated Vehicle Location (AVL) system.

In order to complete the implementation of all the basic systems on time requires an additional \$12,000 for the dispatch area and \$161,000 for the jail and the other remaining modules. A portion of this money is necessary to implement new software recently required by changes made by the State. The total cost of this project will be \$283,000, which is significantly less than any of the proposed systems and will be completed in less time. These law enforcement systems will require annual maintenance and enhancements to allow MCSO to meet its needs and the requirements of State and Federal agencies.

2011 Budget Adjusted 2-22-2011

Vendor	Est. #	Amount	Description	Purchase Order	Invoice	Paid	Amt Paid	Remaining
Nitorco	1739	\$12,600.00	Setup/Demo	2010-00009519	528	Y	\$12,600.00	\$0.00
	1754	\$11,650.00	CAD Conversion	2011-00012286	548	Y	\$11,650.00	\$0.00
	1759	\$5,440.00	CAD Features	2011-00012287	549	Y	\$5,440.00	\$0.00
	1769	\$3,000.00	3 Cad Training Days	2011-00013156	551	Y	\$3,000.00	\$0.00
	1768	\$3,000.00	CAD Extra Features (Add Related Items)	2011-00013157	550	Y	\$3,000.00	\$0.00
	1755	\$14,450.00	Booking Conversion	2011-00013158		Y	\$14,450.00	\$0.00
	1757	\$14,400.00	Booking Features	2011-00013159		Y	\$14,400.00	\$0.00
	1740	\$12,000.00	6 Month Support (Post Implementation)			N	\$0.00	\$12,000.00
	1741	\$5,000.00	5 Training Days (Jail, Warrants, Civil, etc.)			N	\$0.00	\$5,000.00
	1756	\$14,700.00	Conversion (Civil Papers, Warrants, etc)			N	\$0.00	\$14,700.00
	1758	\$4,675.00	Misc Features (Civil Papers, Warrants, etc)			N	\$0.00	\$4,675.00
	1770	\$3,400.00	LiveScan Interface (Nitorco)			N	\$0.00	\$3,400.00
	1742	\$1,000.00	Additional CAD Training Days			N	\$0.00	\$1,000.00
	1742	\$2,000.00	Additional Training Days			N	\$0.00	\$2,000.00
	*	\$12,000.00	Fingerprint ID Search Integration			N	\$0.00	\$12,000.00
	1772	\$1,870.00	Fingerprinting / Investigative Files			N	\$0.00	\$1,870.00
		\$25,000.00	Additional RMS Features (Misc)			N	\$0.00	\$25,000.00
	*	\$5,000.00	Pushing CAD Calls to MDT			N	\$0.00	\$5,000.00
AFIX Tech.		\$49,500.00	AFIX Tracker / Fingerprint			N	\$0.00	\$49,500.00
Dataworks Plus		\$7,500.00	LiveScan NIST Manager Lite - DB Consolidation			N	\$0.00	\$7,500.00
		\$6,000.00	LiveScan RMS Jail Interface			N	\$0.00	\$6,000.00
DRS (Bob Sligh)		\$295.00	IO Rep NEC Conv. Discovery	2010-00006768		Y	\$295.00	\$0.00
		\$6,739.50	IO Reporting Install Configure	2010-00006583		Y	\$6,739.50	\$0.00
		\$7,960.00	IO Reporting NEC Conversion	2010-00008314		Y	\$7,960.00	\$0.00
		\$7,440.00	IO Reporting Enhancements	2010-00008315		Y	\$7,440.00	\$0.00
		\$5,950.00	IO Rep Investigations Features	2010-00011277		Y	\$5,950.00	\$0.00
		\$312.50	E911 Ethernet Serial Converters	2011-00012393		Y	\$312.50	\$0.00
		\$12,050.00	E911 Integration	2011-00012671		Y	\$12,050.00	\$0.00
		\$4,475.00	Missing Persons NCIC	2011-00014269		Y	\$4,475.00	\$0.00
		\$7,200.00	6 Month Support			N	\$0.00	\$7,200.00
		\$3,500.00	IO Rep. - Multiple Charges			N	\$0.00	\$3,500.00
*		\$15,500.00	Admin Dashboard			N	\$0.00	\$15,500.00
*		\$3,500.00	AVL mobile version for MDT			N	\$0.00	\$3,500.00
*		\$6,000.00	Pushing CAD Calls to MDT			N	\$0.00	\$6,000.00
Grand Total		\$295,107.00					\$109,762.00	\$185,345.00

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RMS Projects	
Amount remaining in Account 304	\$12,391.00
Amount Required as of 02-22-11 to Complete RMS Conversion (this amount does not include CAD)	\$160,954.00
CAD Projects	
NEC Settlement money already spent on CAD conversion	\$23,090.00
Additional CAD projects (Pushing CAD Calls to MDT)	\$12,000.00
Total Amount Needed from E911 Funds for CAD	\$35,090.00
RMS & CAD Projects	
Total Amount Needed for RMS & CAD 2011 Projects (Does not include NEC settlement money spent or Remaining 304 Funds)	\$172,954.00

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 14 2011

Request # 7

Date: March 7, 2011
To: Donald L. Mims, Administrator
From: Lou Ialacci
Re: Travel / Training Request

[Handwritten signature]

Request approval to be granted for the following:

Destination: Tuscaloosa County Sheriff's Office, Tuscaloosa, AL

Departure Date: March 16, 2011 Return Date: March 16, 2011

Conference Leave (Days / Hours): 5 Hours

Purpose of Travel: Attend training sessions for new jail software and meeting with IT Director, James Tullifge to discuss plans for Sheriff's Office software development plans

Traveler (s) Name: 1. Lou Ialacci 4. _____
2. Rodney Smith 5. _____
3. Alfred Jones 6. _____

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

Total (est.) Cost: \$114.24 Advance Registration Required: _____

Department Name: Information Systems Fund Name: General Fund

Additional Comments: Mileage

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$114.24 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>001-51965-265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$25,000.00</u>	
Approved Requests:	<u>\$4,760.00</u>	
Budget Available:	<u>\$20,240.00</u>	
Current Requests:	<u>\$114.24</u>	
Budget Balance:	<u>\$20,125.76</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/7/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 14 2011

Request # 13

Date: March 8, 2011

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Bessemer, AL

Departure Date: March 24, 2011

Return Date: March 24, 2011

Conference Leave (Days / Hours): 1 day

Purpose of Travel: 2011 Ford Fleet Road Show

Traveler (s) Name: 1. D. Cunningham 4. Dave Bryan
2. Jon Briggs 5. Juan Jerry
3. _____ 6. _____

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

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

Department Name: Sheriff's Office Fund Name: General (001-52110-265)

Additional Comments: _____

To: Sheriff D. T. Marshall

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 001-52110.265 (ex: 000-00000-000)

Description: Registration & Training

Current Budget: \$20,000.00

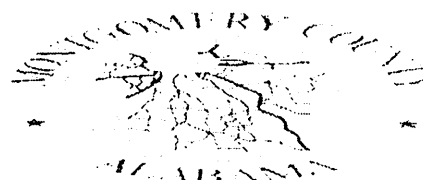
Approved Requests: \$12,115.15

Budget Available: \$7,884.85

Current Requests: \$0.00

Budget Balance: \$7,884.85

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/8/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 14 2011

Request # 2

Date: March 1, 2011
To: Donald L. Mims, Administrator
From: James Williams, Parks and Rec. Supt.
Re: Travel / Training Request



Request approval to be granted for the following:

Destination: Fairhope, AL
Departure Date: March 31, 2011 Return Date: April 3, 2011
Conference Leave (Days / Hours): 4 Days
Purpose of Travel: to attend the Alabama State Trails Conference

Traveler (s) Name: 1. James Williams 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$753.40 Advance Registration Required: \$145.00

Department Name: Parks and Recreation Fund Name: General

Additional Comments: Registration - 145.00; Hotel - 323.40 + tax; Meals - 285.00

To: James Williams, Parks and Rec. Supt.

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$753.40 and advance registration of \$145.00 is authorized.

To be completed by the Finance Department

Fund Code: 008-57200.265 (ex: 000-00000-000)
Description: Registration & Training
Current Budget: \$1,500.00
Approved Requests: \$742.30
Budget Available: \$757.70
Current Requests: \$753.40
Budget Balance: \$4.30

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/10/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

MAR 14 2011

Request # 8

Date: March 1, 2011
To: Donald L. Mims, Administrator
From: George C. Speake, County Engineer
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Renaissance Hotel , Montgomery, AL
Departure Date: April 4, 2011 Return Date: April 7, 2011
Conference Leave (Days / Hours): 4 days
Purpose of Travel: FEMA L-273 Course - Managing Floodplain Development through the
National Flood Insurance Program

Traveler (s) Name: 1. Donald A. Cook 4. _____
2. Chadwick W. DeFoor 5. _____
3. _____ 6. _____

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

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

Department Name: Engineering Department Fund Name: Gasoline Tax

Additional Comments: _____

To: George C. Speake, County Engineer

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$0.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>111-53600.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$5,000.00</u>	
Approved Requests:	<u>\$1,975.00</u>	
Budget Available:	<u>\$3,025.00</u>	
Current Requests:	<u>\$0.00</u>	
Budget Balance:	<u>\$3,025.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/1/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 17

Agenda

MAR 14 2011

Date: March 7, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Diego, California
Departure Date: April 5, 2011 Return Date: April 7, 2011
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: National Family Justice Center Conference

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

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

Total (est.) Cost: \$1,840.00 Advance Registration Required: _____

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

Additional Comments: _____

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$1,840.00 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code: 760-51260.292 (ex: 000-00000-000)
Description: Grant-Office of Prosecution
Current Budget: \$190,000.00
Approved Requests: \$59,181.71
Budget Available: \$130,818.29
Current Requests: \$1,840.00
Budget Balance: \$128,978.29

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/8/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 18

Agenda

MAR 14 2011

Date: March 7, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: San Diego, California
Departure Date: April 5, 2011 Return Date: April 7, 2011
Conference Leave (Days / Hours): 3 Days
Purpose of Travel: To Attend: National Family Justice Center Conference

Traveler (s) Name: 1. Steve Searcy 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$920.00 Advance Registration Required: _____

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

Additional Comments: No Cost To Office

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$920.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>760-51260.292</u> (ex: 000-00000-000)
Description:	<u>Grant-Office of Prosecution</u>
Current Budget:	<u>\$190,000.00</u>
Approved Requests:	<u>\$59,181.71</u>
Budget Available:	<u>\$130,818.29</u>
Current Requests:	<u>\$2,760.00</u>
Budget Balance:	<u>\$128,058.29</u>

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/8/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Request # 19

Agenda

MAR 14 2011

Date: March 9, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Columbia, South Carolina
Departure Date: May 2, 2011 Return Date: May 6, 2011
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: To Attend: Prosecutor Bootcamp

Traveler (s) Name: 1. Anthony Michel 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

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

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

Additional Comments: _____

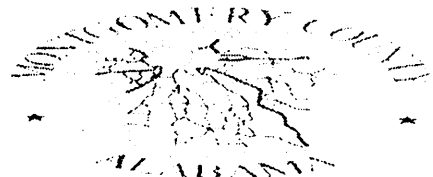
To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 03/14/11 reimbursement of actual and necessary expenses in the
approximate amount of \$700.00 and advance registration of \$0.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>760-51260.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$45,000.00</u>	
Approved Requests:	<u>\$9,569.76</u>	
Budget Available:	<u>\$35,430.24</u>	
Current Requests:	<u>\$700.00</u>	
Budget Balance:	<u>\$34,730.24</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 3/10/2011

cc: Finance Director / Buyer

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Agenda

MAR 14 2011

2011 JAN 25 AM 9:58

MONTGOMERY COUNTY
COMMISSION

January 24, 2011

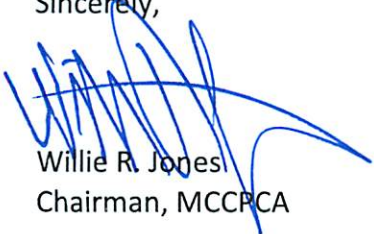
Mr. Donnie Mims
County Administrator
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Mims:

This letter is to inform you of a vacancy on The Montgomery County Community Correction and Punishment Authority Board. This vacancy was created with the recent resignation of Dr. Lawson Bryan. Mrs. Roianne Houlton Connors has expressed an interest in filling the remainder of the term. I have referred her request to Commissioner Ham Wilson, Jr.

I am attaching a copy of Dr. Bryan letter of resignation, thanks for your help in this matter.

Sincerely,



Willie R. Jones
Chairman, MCCPCA

cc: Mr. Elton Dean, Sr., Chairman
cc: Rev. Edward Nettles, Sr.



DR. R. LAWSON BRYAN
SENIOR MINISTER

First United Methodist Church

2416 WEST CLOVERDALE PARK
Montgomery, Alabama 36106

OFFICE: (334) 834-8990
FAX: (334) 834-4333

January 16, 2011

Mr. Willie Jones, Chairman
Montgomery County Community Corrections Authority
P. O. Box 1667
Montgomery, AL 36102-1667

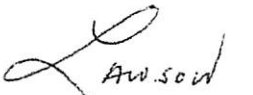
Dear Mr. Jones:

I have benefitted greatly from the opportunity to serve with you and the other devoted members of the Community Corrections Authority. Thank you for your personal leadership in guiding the work of this incredible important agency. The very significance of the work compels me to want to serve faithfully. My schedule, however, no longer permits the kind of regular involvement I expect of myself and that is required by the Authority. In light of this schedule situation, I regret that I must resign; my hope is that in this way I can make room for someone who can give the kind of attention that this important work requires.

I thank you, and Paul Brown, and all others who have extended such gracious hospitality to me. Montgomery County is fortunate to have such people as yourselves overseeing this vital ministry in our region.

God bless you and thank you so very much for your understanding of my situation.

Gratefully,


R. Lawson Bryan

Montgomery County Community Punishment & Corrections Authority

Members:

Term Expires:

Robert E. L. (Bobo) Gilpin
Kaufman Gilpin McKenzie Thomas Weiss, PC
P.O. Drawer 4540
Montgomery, Alabama 36103-4540
Direct Dial: 334-409-2236
Email: rgilpin@kgmlegal.com

12/1/2012

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

12/1/2013

Daniel Harris
3857 Colline Drive
Montgomery, AL 36106

12/1/2013

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

12/1/2016

Sheriff D.T. Marshall
Work: 832-2593

12/1/2014

Sheriff
District Attorney
All others

4 year term
6 year term
3 year term

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

MAR 14 2011

March 10, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims *DLM*
County Administrator

SUBJECT: Additional Funding for Montgomery Public Schools

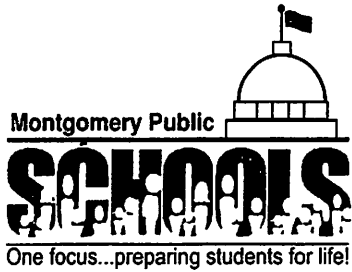
During the County Commission meeting on February 14, 2011, Montgomery Public Schools Superintendent Barbara Thompson, School Board President Charlotte Meadows and School Board Vice President Eleanor Lewis Dawkins updated the Commission regarding the request for additional funding for Montgomery Public Schools, which was initially presented at the January 24, 2011 County Commission meeting.

Ms. Thompson requested the city and county pay the \$1.1 million in debt service for the QSCB \$11.6 million for the next three years. The first sinking fund payment would be due in December 2011. In the past, the city and county have made payments in a pre-arranged allocation (60/40) for the bond issue. She stated that the county's portion would be \$440,000. Ms. Thompson requested the Commission to approve the request at that meeting. After discussion, the Commission agreed to place this item on the agenda for February 28, 2011, at which time the Commission voted to carry the item over to the next meeting on March 14, 2011.

I am requesting for the Commission to consider this item.

DLM/tn

11-1



Montgomery Public Schools
307 South Decatur Street • P.O. Box 1991 • Montgomery, AL 36102-1991
Phone (334) 223-6700 • Fax (334) 269-3076
www.preparingstudentsforlife.com

2011 FEB -3 PM 4:07
RECEIVED

February 1, 2011

Commissioner Elton Dean, Chairman
101 South Lawrence Street
Montgomery, Alabama 36104

Dear Commissioner Dean:

The Montgomery County Board of Education faces some tough decisions. With at least an \$11 million deficit and the possibility of cuts of \$20 million for the next school year, our schools are in financial crisis.

As a follow-up from our joint breakfast meeting, I would like to make the following formal request in writing:

- 1) The board of education is asking the city and the county to pay the \$1.1 million in debt service for the QSCB \$11.6 million for the next three years. The first sinking fund payment would be due in December 2011. In the past, the city and the county have made payments in a pre-arranged allocation (60/40) for the bond issue. Our request assumes this continued arrangement; the county's portion would be \$400,000
- 2) The board is requesting \$10 million from the county, contingent on the board's approval of the remodeling an existing structure or new construction for the east high school. This money would not be needed until January 2013; however, we need the commitment to move forward with this project.

The school board is expected to vote on QSCB funds and approval of the east high school on Tuesday, February 15, 2011. We would appreciate a confirmation of your monetary commitment before that meeting.

The board of education wants to thank you for your continued support of the Montgomery Public School System. Without your support we would not have been able to build and remodel several schools over the years. We have made great strides over the years thanks to your help and partnership. We need that continued support to ensure we offer the best possible learning environment for Montgomery's children.

If there is any additional information you need in order to make this decision, please do not hesitate to give me a call.

Sincerely yours,


Barbara W. Thompson
School Superintendent

Cc Mr. Donnie Mims

11-2