

REGULAR MEETING
MONTGOMERY COUNTY COMMISSION

APRIL 25, 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:

Revenue Commissioner Janet Buskey
Juvenile Court Administrator Bruce R. Howell

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Commissioner Williams

Pledge of Allegiance Led By Commissioner Wilson

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of April 11, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Regarding Recreational Trails Grant Program, Parks and Recreation Department
2. Consider Professional Services Agreement and Confidentiality and Cooperative Agreement with E-Ring, Inc., Regarding Software for the Montgomery County Property Tax Administration System, Appraisal Department
3. Consider Agreement with the State of Alabama Department of Examiners of Public Accounts Regarding Reimbursement of Costs Associated with the Annual Audit of Federal Financial Assistance Received by Montgomery County, County Commission
4. Consider Agreement with State of Alabama Department of Transportation Regarding Resurfacing Meriwether Trail from Grady to Lapine, Project Number STPNU-5104(200), MCP 51-66-11 and Related Resolution, Engineering Department
5. Consider Agreement with AFIX Technologies, Inc., for Fingerprint ID System, Sheriff's Office
6. Consider Extension of Contract with G4S Justice Services, Inc., Regarding GPS Offender Tracking, Community Corrections
7. Consider Purchase Order to Verizon Wireless for Equipment and Services for Montgomery County, County Commission
8. Consider Final Payment to MECO Montgomery Regarding Bid Number 52110-10B-031, Installation of Canopy, Fence and Concrete at the K-9 Facility, Sheriff's Office
9. Consider Final Payment to MECO Montgomery Regarding Bid Number 52110-10B-026, Fuel Pumps at K-9 Facility, Sheriff's Office
10. Consider Budget Change Request Numbers 16, 17, and 18, County Commission Appropriations
11. Consider Position Fill Request for Account Clerk, Position Number 005, Sheriff's Office
12. Consider Position Fill Request for Maintenance Mechanic, Position Number 017, Support Services Department
13. Consider Position Fill Request for Revenue Auditor, Position Number 005, Tax & Audit Department
14. Consider Travel/Training Requests (5)

OLD BUSINESS:

15. Consider Board Member Appointment to Montgomery County Community Punishment and Corrections Authority, County Commission

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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.

MAY 30, 2011

County Holiday (National Memorial Day)

JUNE 13, 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.

JUNE 27, 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 Applications Development Manager – Information System
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 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 5 Correction Officer Trainee's – Detention Facility
Fill action continues for 1 Correction Officer Sergeant – Detention Facility
Fill action continues for 1 Corrections Officer Corporal – 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 Trainee/Deputy Sheriff – Sheriff's Office
Fill action continues for 1 Deputy Sheriff Corporal – Sheriff's Office
Fill action continues for 1 Relief Juvenile Detention Officer – Youth Facility
Fill action continues for 1 Juvenile Detention Supervisor – Youth Facility
Fill action continues for 1 Cook/Mess Steward – Youth Facility
Fill action continues for 1 Food Service Supervisor – Youth Facility

April 25, 2011

04-25-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-08-11

Check Number	To	Check Number
216185		216228
Total Checks Paid		\$216,188.08

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

04-25-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-08-11

Check Number	To	Check Number
216229		216244
Total Checks Paid		\$12,372.64

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

Agenda

APR 25 2011

04-25-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-15-11

Check Number	To	Check Number
216245		216362
Total Checks Paid		\$557,529.36

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

Agenda

APR 25 2011

04-25-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-15-11

Check Number	To	Check Number
216363		216476
Total Checks Paid		\$409,945.45

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

04-25-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-15-11

Check Number	To	Check Number
216477		216493
Total Checks Paid		\$11,481.33

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

Agenda

APR 25 2011

04-25-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-22-11

Check Number	To	Check Number
216494		216512
Total Checks Paid		\$448,039.57

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

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND
ORDERED PAID

CHECKS ARE DATED 04-22-11

Check Number	To	Check Number
216513		216553
Total Checks Paid		\$506,630.05

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

MONTGOMERY COUNTY COMMISSION

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

**CHECKS ARE DATED
04/22/11**

Payroll Check Number	108008	To	Payroll Check Number	108149	\$ 110,925.43
Direct Deposits					\$ 783,256.86
Payroll Check Number	108150	To	Payroll Check Number	108179	\$ 274,874.76
Direct Deposits					\$ 323,789.04
Federal Deposits					\$ 301,299.94
Total Payroll Paid					\$ 1,794,146.03

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

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

APR 25 2011

MEMORANDUM

TO: Donald Mims
County Administrator

FROM: James Williams, Superintendent *JW*
Montgomery County Parks and Recreation

DATE: April 5, 2011

RE: ADECA Recreational Trails Grant

I would like to brief the Commission on a grant opportunity available through ADECA called the Recreational Trails Grant Program. The grant would provide up to \$50,000 towards purchasing property for a future park at Catoma, and requires a minimum of 20% cash or in-kind match. I am working with Sara Byard of CARPDC and ADECA's Recreational Trails Program staff on crafting a grant proposal that will be the most competitive, eligible project possible.

Please note that the deadline for pre-applications is Monday, May 2, 2011 and a resolution for matching funds is required. Thus, the resolution will need to be on the agenda at the April 25, 2011 Commission meeting.

SB:JW/rw

RESOLUTION

WHEREAS, the Montgomery County Commission proposes to develop recreational resources in the Catoma Community to provide for the health and well being of the general public; and

WHEREAS, the Montgomery County Commission intends to file a pre-application to the Alabama Department of Economic and Community Affairs Recreational Trails Program for grant assistance to purchase property on which to construct a future walking trail in the Catoma Community; and

WHEREAS, said programs are limited to funding a maximum of \$50,000 of the proposed project costs which will be used to purchase property on which to construct a future recreational trail.

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Commission hold in reserve \$10,000 in cash or in-kind for the purpose of matching the Recreational Trails Program assistance, and

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Commission pledges to purchase the property to construct the recreational trail contingent upon grant funding during Fiscal Year 2012, and

NOW THEREFORE BE IT RESOLVED, that the Montgomery County Commission pledges to construct said recreational trail during Fiscal Year 2013, and

BE IT FURTHER RESOLVED, that in the event the Montgomery County Commission is invited to submit a full application, it is understood that any assurances to be signed will comply with all applicable Federal and State laws, rules and regulations.

ADOPTED this the 25th day of April 2011.

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

Date

ATTEST:

Donald Mims
County Administrator

JANET BUSKEY
REVENUE COMMISSIONER

MONTGOMERY COUNTY
REVENUE COMMISSIONER'S OFFICE

ALLYSON HOLLAND
CHIEF CLERK

P.O. Box 1667
Montgomery, AL 36102-1667
Phone: (334) 832-1250 Fax: (334) 832-1644 website: www.mc-ala.org



Agenda

APR 25 2011

April 5, 2011

MEMORANDUM

TO: Mr. Elton Dean, Chairman, Montgomery County Commission
Montgomery County Commissioners

Cc: Donnie Mims, County Administrator

FROM: Janet Y. Buskey, Revenue Commissioner 

SUBJECT: Request Approval of Software Contract

We have completed our negotiations with E-Ring regarding the software proposal for the Montgomery County Property Tax Management System. We were successful in reducing the maintenance costs as well as the total software cost. The contract has been reviewed by Tommy Gallion, Esq., the Alabama Department of Revenue, and Lou Ialacci (IS Director) per your request. Mr. Gallion's review is attached.

I respectfully request that the contract be placed on the next Commission meeting agenda for approval.

Thank you for your consideration.

JYB

MONTGOMERY COUNTY COMMISSION
101 South Lawrence Street
Montgomery, AL 36104

“PROPERTY TAX ADMINISTRATION SYSTEM”

CONTRACTUAL AGREEMENT

With

E-RING, INC.
4910 Corporate Dr.
Suite B
Huntsville, AL 35105

MONTGOMERY COUNTY PROPERTY TAX ADMINISTRATION SYSTEM SOFTWARE PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into by E-RING.COM, INC. (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and MONTGOMERY COUNTY COMMISSION, a body corporate and political. Under the provisions of this Agreement, E-Ring shall devote such requisite equipment and personnel resources as are necessary to establish the Capture CAMA Edition Software system for the Montgomery County Revenue Commissioner's office. E-Ring shall make an earnest effort to complete the tasks listed below in the "Scope of Work" in a timely and efficient manner. The attached Software License Agreement and the Confidentiality and Cooperative Agreement inure to this agreement.

E-Ring and Montgomery County Commission intend that this Professional Service Agreement provides professional consultation and customization of software to meet Montgomery County Revenue Commissioner's unique workflow and organizational environment. The Montgomery County Revenue Commissioner shall appoint a "project manager" as the primary point of contact until implementation is complete. Montgomery County Revenue Commissioner's project manager shall make an earnest effort to insure cooperation and availability of Montgomery County personnel and resources for all project installation and implementation related activities. The projected contract period is May 1, 2011 thru December 31, 2012.

1. SCOPE OF WORK. The general Scope of Work and deliverables includes the following:

1.1 Capture Solution Server CAMA Edition (latest revised edition)

With the following solutions and services:

- Automated Deed Processing
- Real Property Appraisal
- Integrated Sketching
- Automated Assessment
- Business Personal Property Appraisal and On-line Filing
- Automated BOE
- Manufactured Homes Registration
- Billings and Collections with "Final Settlement" software
- Automated Mortgage Processing
- Automated Tax Sale Administration
- GIS Integration
- GIS Location Intelligence

(a) Migration / conversion of current property tax administration data to Capture CAMA Edition in accordance with the mutually agreed upon project plan and implementation schedule

(b) Installation and customization on Montgomery County Revenue Commissioner provided hardware in accordance with the mutually agreed upon project plan and implementation schedule

(c) Provide Software Training and on site support in accordance with the mutually agreed upon project plan and implementation schedule

2. PAYMENT TERMS. The firm fixed price for the Work described above is One Million Two Hundred Sixty Thousand Dollars (\$1,260,000) excluding any sales, use, value added or similar taxes. E-Ring shall prepare and submit invoices for payment based on the schedule of deliverables as mutually agreed upon. E-Ring Further agrees that this cost may be satisfied over a period of three fiscal years upon mutual agreement of E-Ring, Inc. and the Montgomery County Revenue Commissioner.

2.1 Implementation is considered to be complete when the Montgomery County Revenue Commissioner and E-ring have mutually reviewed the system and determined that the software is in compliance with the agreed upon scope of work. The inspection of the completed scope of work will be documented and signed upon concurrence of the Parties. The signature date of said documentation

determines the date due for payment of the "Implementation Complete" line item.

3. OTHER PROFESSIONAL SERVICES. E-Ring shall have no obligation to provide any Professional Services to Montgomery County Commission except those described in Section 1, but may elect to do so in accordance with the provisions of this Section 3 and all other applicable terms and conditions of this Agreement:

3.1 Service Requests. In the event that Montgomery County Commission desires E-Ring to provide additional Professional Services, Montgomery County Commission shall submit to E-Ring a written service request, including, if applicable, (1.) descriptions and/or specifications of the requested services and all associated deliverables, and (2.) the time schedule for performance of such and for delivery of any deliverables.

3.2 Price Quotes. If E-Ring desires to provide the Professional Services described in a particular service request, E-Ring shall provide Montgomery County Commission with a price quote for the same, which shall be based on E-Ring's then-current hourly labor rates or any other pricing structure deemed appropriate by E-Ring. Unless otherwise specified in a particular price quote, all prices for Professional Services will be exclusive of all reasonable travel, lodging, per-diem and other out-of-pocket expenses incurred by personnel of E-Ring (including E-Ring's subcontractors) in performing such Professional Services.

3.3 Acceptance of Quote. Upon acceptance by Montgomery County Commission of any quote provided by E-Ring for the performance of Professional Services, E-Ring shall make an earnest effort to complete said Professional Services in a timely and efficient manner. Following any such acceptance by Montgomery County Commission, any changes affecting the scope or cost of the requested Professional Services will be implemented by a written change order, which must be mutually agreed upon and executed by both Parties.

3.4 Proprietary Rights. Ownership of all work product resulting from the performance of Professional Services by E-Ring, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

4. AGREEMENT AND APPROVAL

This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party. This Professional Services Agreement is the complete and exclusive agreement between the parties regarding the installation and implementation of the Capture CAMA Edition Software system in the Montgomery County Revenue Commissioner's office, and replaces any prior oral or written communications between the parties regarding these professional services.

This Agreement may be signed in multiple copies, each of which shall constitute the same instrument.

Agreed and Approved:

MONTGOMERY COUNTY COMMISSION

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

E-RING, INC.

CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is entered into by **E-RING.COM, INC.** (d/b/a E-Ring, Inc.), an Alabama corporation ("E-Ring"), and **MONTGOMERY COUNTY COMMISSION**, a body corporate and political ("Licensee").

E-Ring and Licensee agree as follows:

SECTION 1 LICENSE OF SOFTWARE

1.1. Grant of License. E-Ring grants to Licensee, and Licensee accepts from E-Ring, subject to the terms and conditions of this Agreement, a worldwide, nonexclusive, nontransferable, perpetual (except as may be terminated in accordance with Section 8) license to use the object code version of the Software and Documentation solely:

- (a) during the term of this Agreement;
- (b) on the Designated Operating System(s);
- (c) at the Site(s) of the Business Unit(s);
- (d) for use on the maximum number of servers and by the maximum number of users specified on Exhibit A; and
- (e) for Licensee's own internal business purposes relating to Licensee's business operations, and not for processing the data of any third party (whether on an outsourcing, service bureau, or other basis) (except in connection with the performance of Licensee's regular business, and not as a business itself), redistribution, remarketing or any other use.

1.2. Ownership of Software and Documentation. Except as otherwise expressly set forth in this Agreement, E-Ring retains all right, title and interest in and to the Software and Documentation in all forms and all copies and modifications of the Software and Documentation, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the Software or Documentation. Licensee is not acquiring any right, title or interest of any nature whatsoever in any Software or Documentation except the license to use the Software and Documentation granted under Section 1.1.

1.3. Term. Licensee's license to use the Software and Documentation will be effective until terminated in accordance with this Agreement.

1.4. Restrictions on Use. Licensee's use of the Software and Documentation is subject to the following restrictions:

- (a) Licensee will not use the Software or Documentation, or authorize or permit any other Person (and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue) to use the Software or Documentation, for any purpose other than those expressly authorized under Section 1.1. The sole exception to this restriction is for "Public Access" software on-line application or on computers designated and security restricted for use by public taxpayers.
- (b) Licensee will not sublicense, transfer or otherwise assign its rights in the Software or Documentation to any third party nor allow any third party to access or use the Software or Documentation, except as expressly provided in this Section 1.4.
- (c) Licensee will not translate, reverse engineer, de-compile or disassemble the Software to develop any other computer program or for any other reason.

(d) Licensee will not copy or duplicate by any means the Software, Documentation or any item included therein, without the prior written consent of E-Ring, except to the extent reasonably necessary to maintain backup or historical Documentation or to test, implement or use the Software. Licensee will cause all proprietary, confidential and copyright notices, markings or legends which appear on any item included in the Software and Documentation to be placed upon each such copy or duplication. The original and any copies of the Software will at all times remain the sole property of E-Ring.

(e) Licensee will maintain records identifying the location and identity of the Designated Operating System(s), or any replacement system, and any copies of the Software (including any backup or archival copy), which records will be subject to inspection by E-Ring during regular business hours upon reasonable advance notice.

(f) Licensee may not modify the Software, whether through the services of its own employees or of independent contractors (other than E-Ring), without the prior consent of E-Ring.

(g) In no event will Licensee export any Software or Documentation or use any Software or Documentation outside the United States without the prior written consent of E-Ring, which will not be unreasonably withheld, provided Licensee has provided evidence of its compliance with this Section 1.4(g). Licensee agrees to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority, at Licensee's sole expense, and not to export or re-export, or allow the export or re-export, of the Software or any Confidential Information or any copy or direct product thereof in violation of any such restrictions, laws or regulations, or in violation of the embargo provisions of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in compliance with, and with all licenses and approvals required under, applicable export laws and regulations, including without limitation, those of the U.S. Department of Commerce.

(h) Licensee will not allow any Person who is not an employee and/or a designated agent of the Montgomery County Commission or of the Alabama Department of Revenue to access or use the Software or Documentation for any purpose without the prior written consent of E-Ring. Licensee's customers who use public access terminals in any of the Revenue Commissioner's offices are allowed access to the software.

1.5. Licensee Responsibility. Licensee is solely responsible for:

(a) Obtaining any software or products required for use of the Software, including a SQL server, any operating system software, database software, or third-party applications software.

(b) Taking reasonable backup precautions. E-Ring will not be responsible for loss of data or documentation, whether or not attributable to the Software.

1.6. Proprietary Legends. Licensee will retain all legends relating to copyright, trademarks, patents or confidentiality on the Software and Documentation, and Licensee, and any copies of the Software and Documentation made under this Agreement. Licensee will reproduce such notices on any permitted copies of the Software and the Documentation or any portion of the Software or Documentation.

SECTION 2 SOFTWARE MAINTENANCE AND SUPPORT SERVICES

2.1. E-Ring will provide Maintenance and Support Services to Licensee in accordance with Exhibit A hereto, subject to the terms and conditions specified in Part B of Exhibit A.

SECTION 3 LIMITED WARRANTIES AND REMEDIES

3.1. Limited Warranties. E-Ring warrants for the period that Licensee maintains a valid contract for maintenance of the Software, and provided Licensee is not in material breach of any of Licensee's obligations under this Agreement, that the Software, as delivered under this Agreement, will conform in all material respects to the Documentation for the current version of the Software, provided that (1) all software which is not Software, all firmware and all hardware products are operating in accordance with their respective specifications, and (2) Licensee is using the Software on the Designated Operating System(s) in a proper manner and in compliance with all operating instructions included in the Documentation.

3.2. Limited Warranties Not Applicable. Licensee will not have any rights with respect to warranties specified in this Section 3, and the warranties will be deemed not to apply to Licensee, to the extent that the failure of the Software to conform to the Documentation was caused by or results from any act or cause beyond the reasonable control of E-Ring.

3.3. Disclaimer of Additional Warranties. The warranties specified in section 3.1 are exclusive and in lieu of all other warranties. E-ring expressly disclaims all other warranties, whether express or implied, including any implied warranties of merchantability or fitness for a particular purpose. Licensee assumes all risks associated with operating the software (except as specifically provided in section 5 with respect to infringement of third party rights), and e-ring does not warrant that the software will be error free or will meet licensee's specific needs.

3.4. Exclusive Remedies. If any of the warranties specified in Section 3.1 are breached, then the following terms will apply:

(a) Licensee will promptly notify E-Ring of the breach and any associated details reasonably requested by E-Ring in its attempt to remedy the problem. Licensee will cooperate with E-Ring in re-creating the conditions that existed at the time the Software failed, if reasonably requested by E-Ring.

(b) E-Ring will diligently and in good faith attempt to correct the reported defect by repairing or modifying the Software within a commercially reasonable period of time.

(c) If any defective portion of the Software causes the entire Software to fail in its essential purpose, and if E-Ring determines that E-Ring is unable to cure that defect by repairing or modifying the Software as provided in Section 3.4(b), then Licensee may elect to terminate its right to use the Software and Documentation and return all Software and Documentation to E-Ring and receive a full refund of the fees actually paid by Licensee as its sole and exclusive remedy.

(d) The foregoing remedies are exclusive and will be licensee's sole remedies with respect to any claim arising out of or relating to any breach of warranty or other failure of the software to operate as intended, whether based in contract, breach of warranty, tort or otherwise. E-ring will not be liable to licensee for damages of any nature whatsoever, except to the extent of the refunds specified in this section 3.4.

SECTION 4 LIMITATION OF LIABILITY

4.1. In no event will e-ring or licensee be liable to the other party or any other person for any indirect, incidental, special, punitive or consequential damages, including loss of profits, revenue, data, or use, incurred by either party(s) or any other person, whether in an action in contract, breach of warranty or tort, even if the other party(s) or any other person has been advised of the possibility of such damages. In no event will either party's liability for direct damages to the other party or any other person ever exceed all amounts paid by licensee under this agreement, regardless of the form of action, whether in contract, negligence, tort or otherwise, except with respect to e-ring's obligations under section 5 to indemnify any other third party's infringement claims.

SECTION 5 INDEMNIFICATION

5.1. Indemnification by E-Ring. E-Ring will indemnify, defend and hold Licensee harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) arising out of any third-party claim that the Software infringes any copyright or United States patent right of any other party. E-Ring's obligation to indemnify Licensee under this Section 5 does not extend to any third-party software other than is part of the Software. E-Ring's obligation to indemnify Licensee is contingent upon Licensee promptly notifying E-Ring of any such claim, granting E-Ring the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with E-Ring in the defense of the claim (at the expense of E-Ring). E-Ring will have no obligation to Licensee under this Section 5 to the extent that the alleged infringement or violation is based upon (a) Licensee's use of the Software other than as set forth in this Agreement and in the Documentation; or (b) any modification to or alteration of the Software performed by anyone other than E-Ring; or (c) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee. At E-Ring's option, E-Ring may satisfy its entire obligation under this Section 5 by either: (x) modifying or replacing the Software so that it performs comparable functions without infringement; (y) obtaining a royalty-free license for Licensee to use the infringing Software; or (z) refunding to Licensee an amount equal to the fees paid with respect to the infringing Software, less the portion of the fees attributable to the period over which Licensee actually used the Software; provided that in any case E-Ring shall be liable for damages payable to a third-party as a result of its claim.

5.2. Indemnification by Licensee. Licensee will indemnify, defend and hold E-Ring harmless from any loss, damage or cost (including reasonable attorneys fees and court costs) from any and all third party claims arising out of or relating to: (a) any products or services provided by Licensee through its use of the Software; (b) any use of the Software by Licensee, its employees or agents beyond the rights expressly granted to Licensee under this Agreement; (c) any modification to or alteration of the Software performed by anyone other than E-Ring; (d) E-Ring's compliance with Licensee's designs, specifications or instructions that is a custom solution for Licensee (e) any other resources or items provided to E-Ring by Licensee or Licensee's agents; and (f) any statements, claims, representations, or warranties made by Licensee, its agents, and employees, relating to any deliverables or products of E-Ring, other than as authorized by E-Ring in writing or made in E-Ring's own writings. Licensee's obligation to indemnify E-Ring is contingent upon E-Ring promptly notifying Licensee of any such claim, granting Licensee the sole control over the defense and settlement (except as set forth below) of such claim and cooperating with Licensee in the defense of the claim (at the expense of Licensee).

5.3. Defense of Indemnified Claims. Each Party will have the sole right to defend or settle any claim indemnified by it under this Section 5. The indemnified Party will have right to participate with the indemnifying Party in the defense or appeal of any such claim or judgment, at the indemnified Party's option and at the indemnified Party's own expense (such expense not being indemnified by the indemnifying Party), but the indemnifying Party will have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action. Notwithstanding the foregoing, the indemnifying Party may not enter into any settlement that involves any agreement by the indemnified Party to do anything other than to cease to use the infringing materials or that involves any admission of guilt by the indemnified Party without the indemnified Party's consent.

5.4. This section 5 states e-ring's entire obligation to licensee regarding any infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right of any other person.

SECTION 6 CONFIDENTIALITY

6.1. Limitations on Disclosure and Use of Confidential Information. Each recipient of Confidential Information (the "Recipient") agrees that it will not disclose, provide or otherwise make available any Confidential Information of the other Party (the "Disclosing Party"), without the Disclosing Party's prior written consent. In addition, each Recipient agrees that it will not:

- (a) use the Disclosing Party's Confidential Information for any purpose beyond the scope of this Agreement;

(b) copy any part of the Confidential Information or disclose any part of the Confidential Information to any Person other than Recipient's employees who need the information to perform their duties;

(c) authorize or permit any such employee to use or disclose any part of the Confidential Information in violation of this Agreement;

(d) reverse engineer, de-compile or disassemble any of the Confidential Information nor use any of the Confidential Information for the purpose of reverse engineering, de-compiling or disassembling; or

(e) produce any product nor offer any service of any nature whatsoever based in whole or in part on the Confidential Information nor cause or assist any other Person in doing so.

6.2. Exclusions. The Recipient's obligations under this Agreement will not apply to any portion of the Confidential Information that:

(a) at the time of disclosure to Recipient, was in the public domain or subsequently becomes a part of the public domain through no breach of this Agreement;

(b) Recipient had in its possession at the time of disclosure by the Disclosing Party, as established by written documentation in existence at that time, and that was not acquired directly or indirectly from the Disclosing Party or with knowledge of confidentiality restrictions; or

(c) Recipient subsequently acquires by lawful means from a third party who is under no obligation of confidentiality or non-use owed to Disclosing Party.

(d) Recipient subsequently develops without any use of or reference to the Confidential Information.

6.3. Disclosure Pursuant to Legal Process. If Recipient is legally compelled to disclose any portion of the Confidential Information in connection with a lawsuit or similar proceeding or to any governmental agency, Recipient will give Disclosing Party prompt notice of that fact, including in its notice the legal basis for the required disclosure and the nature of the Confidential Information that must be disclosed. Recipient will cooperate fully with Disclosing Party in obtaining a protective order or other appropriate protection relating to the disclosure and subsequent use of the Confidential Information. Recipient will disclose only that portion of the Confidential Information that is legally required to be disclosed.

6.4. Enforcement. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Recipient breach its obligations under this Section 6 and agrees that Disclosing Party will be entitled to enforce its rights under this Section 6 by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Disclosing Party in exercising any right under this Agreement will be construed to be a waiver of that right nor of the right to assert a claim with respect to any future breach of this Agreement.

6.5. Return of Confidential Information. Upon request by the Disclosing Party, the Recipient will return any portion of the Confidential Information that Recipient no longer has the right to use, including all copies of that Confidential Information, and all abstracts, summaries or documents produced using that Confidential Information, or, if so directed by the Disclosing Party in writing, the Recipient will destroy all copies of that Confidential Information (including abstracts, summaries or documents produced using that Confidential Information) and will certify to the Disclosing Party in writing that all copies, abstracts, summaries and documents have been destroyed.

6.6. Source Code. If Licensee is authorized by E-Ring to obtain a copy of the Source Code, such Source Code will be included in the definition of Software set forth in Section 10 of this Agreement and will be subject to all provisions and limitations of this Agreement.

SECTION 7 DISPUTE RESOLUTION

7.1. **Remedy.** If a dispute arises out of or relates to this agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and E-Ring, Inc.

SECTION 8 BREACH; TERMINATION

8.1. **Termination of License.** Licensee's license to use the Software and Documentation will be effective until terminated in accordance with the express provisions of this Section 8.

8.2. **Termination by Licensee.** Either Party (the "Non-Breaching Party") may terminate the license upon written notice to the other Party (the "Breaching Party") should the Breaching Party breach in any material respect any term of this Agreement and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from the Non-Breaching Party, except with respect to payment obligations for which such cure period shall be limited to ten (10) days. Notwithstanding the foregoing or Section 7, E-Ring may pursue immediately its right to terminate the license if Licensee materially violates E-Ring's proprietary rights in the Software.

8.3. **Effect of Termination.** Upon termination, Licensee will discontinue the use of and will return to E-Ring all copies of the Software and related Documentation and will destroy, and document in writing such destruction of, any embodiments of these materials stored in or on a reusable electronic or similar medium, including memory, disk packs, tapes, and other peripheral devices. Termination will not relieve Licensee from its obligation to pay any and all fees that are owed by Licensee under this Agreement.

8.4. **Survival.** The provisions of this Agreement that by their terms are meant to survive termination or expiration of this Agreement, including without limitation Sections 1.2, 1.4, 4.1, 5, 6, 7, 8, 9 and 10 of this Agreement; Section 3 of Part A of Exhibit A; and Sections 7 through 10 of Part B of Exhibit A, will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

SECTION 9 MISCELLANEOUS PROVISIONS

9.1. **Governing Law.** This Agreement is governed by the laws of the State of Alabama, without reference to Alabama's choice of law provisions. Each Party hereby consents to the jurisdiction of any federal or state court within the State of Alabama.

9.2. **Notices.** All notices, communications and deliveries under this Agreement must be made in writing signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the respective representatives specified in the Notices paragraph on Exhibit A.

9.3. **Severability; No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

9.4. **No Assignment.** Licensee may not assign or sublicense its rights or obligations under this Agreement without the prior express written consent of E-Ring, in E-Ring's sole discretion, except as specifically provided in Section 1.4(b).

9.5. **Force Majeure.** Neither Party will be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

9.6. **Effect of This Agreement.** This Agreement constitutes the complete understanding between the Parties with respect to the terms and conditions set forth in this Agreement and supersedes all previous written or oral agreements and representations. The terms and conditions of this Agreement will control over any terms and conditions in any solicitation, request for proposal, proposal, purchase order, acknowledgment or other written form. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties.

9.7. **Compliance with Laws.** Each Party will comply with all federal, state and local laws, statutes, rules and regulations applicable to the performance of their rights and obligations under this Agreement.

9.8. **Relationship of the Parties.** For all purposes, E-Ring and Licensee will be deemed to be independent contractors and nothing contained herein will be deemed to constitute a joint venture, partnership, employer-employee relationship or other agency relationship. No Party is, nor will either Party hold itself out to be, vested with any power or right to contractually bind or act on behalf of the other Party.

9.9. **Non-solicitation of Employees.** During the term of this Agreement and for a period of one (1) year thereafter, neither Party will solicit the employment of any employee of the other Party involved in the performance of this Agreement or the delivery of services without the express written consent of such other Party; provided that neither Party shall be prohibited hereby from hiring any person who is an employee of the other Party who responds to general "help wanted" advertisements published in newspapers or other broadly circulated media.

9.10. **Publicity.** Neither Party shall make any public announcements or issue any press releases regarding the terms of this Agreement or using the name of the other Party without the prior written consent of the other Party, which will not be unreasonably withheld. The Parties may issue a joint press release within a reasonable period of time after the Effective Date, to be mutually agreed upon by the Parties.

9.11. **Interpretation of Agreement.** The following rules of interpretation must be applied in interpreting this Agreement: (1) the section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation of this Agreement, (2) all references to Sections and Exhibits are to Sections in this Agreement and Exhibits to this Agreement, as the case may be, (3) the provisions of the Exhibits are incorporated in this Agreement, and (4) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation".

SECTION 10 DEFINITIONS

10.1. **"Confidential Information"** means all business or technical information of the disclosing Party that is not generally known to the public and that derives value from not being generally known, whether such information is disclosed orally or in writing. Confidential Information may include any software, documentation, algorithm, device, compilation of information, method, technique or process. This Agreement, the Software (in both source code and object code versions) and Documentation constitute Confidential Information.

10.2. **"Business Unit(s)"** means Licensee, its subsidiaries, divisions or other units of business operation, as designated on Exhibit A.

10.3. **"Designated Operating System(s)"** means the computer operating system and database software, if applicable, designated on Exhibit A, or any operating system to which an exchange is allowed under Part B of Exhibit A, if applicable.

10.4. "**Documentation**" means all operator and user manuals, education materials, guides, listings, specifications and other materials, including on-line information and materials, relating to the use of the Software delivered to Licensee as described in Exhibit A.

10.5. "**Effective Date**" means the date on which this Agreement have been executed by both E-Ring and Licensee, as indicated on the signature page to this Agreement.

10.6. "**Maintenance and Support Services**" means the software maintenance and support services furnished by E-Ring with respect to the Software, as contemplated under Section 2.

10.7. "**Maintenance Fees**" means the fees payable by Licensee for Maintenance and Support Services, as specified in Exhibit A.

10.8. "**Party**" means E-Ring or Licensee, individually, and "Parties" means E-Ring and Licensee, collectively.

10.9. "**Person**" means any individual, corporation, limited liability company, partnership, trust or other legal entity.

10.10. "**Site(s)**" means the physical location(s) of the Business Units. A Site may contain more than one business operation (plant and warehouse). All Sites must be a part of the Business Unit's operations.

10.11. "**Software**" means the computer programs and data in machine-readable form specifically listed as Software on Exhibit A, together with any error corrections, updates, modifications or enhancements thereto furnished by E-Ring in connection with the Maintenance and Support Services or otherwise.

10.12. "**Source Code**" means the human readable form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings, regardless of the media on which it is stored, and intended for translation into an executable or intermediate form, or is intended for direct execution through interpretation.

Exhibit A
**CAPTURE CAMA EDITION SOFTWARE LICENSE AGREEMENT
MAINTENANCE AND SUPPORT SERVICES AGREEMENT**

PART A THE SOFTWARE

1. IDENTIFICATION OF SOFTWARE

The Software consists of the following: Capture Solution Server CAMA Edition – Automated Deed Processing, Real Property Appraisal, Integrated Sketching, Automated Assessment, Business Personal Property including in-line Filing, Manufactured Homes Registration, Automated BOE, Billings and Collection solutions, Automated Mortgage Processing, Automated Tax Sale Administration, GIS Integration, GIS Location Intelligence..

2. BUSINESS UNIT(S)

The authorized Business Unit is **Montgomery County Revenue Commissioner, Montgomery County, Alabama** hereinafter referred to as "Licensee".

3. AUTHORIZED NUMBER OF SERVERS AND USERS; MAINTENANCE FEES

Maximum Number of Servers

The Software may be installed on one production server and one test server owned or operated by or on behalf of the authorized Business Unit, except that Licensee may copy the Software as necessary solely for disaster recovery testing and back-up purposes in accordance with Section 1.4 of the Software License Agreement

Maintenance and Support

The amount of the Maintenance Fee shall be \$168,300 per year. The first Maintenance Fee payment will be due after one full collection cycle is completed as evidenced by "Final Settlement" with the State of Alabama comptrollers Office. This time frame is projected to be July 2013; however, this time frame may be adjusted by mutual agreement of Montgomery County Revenue Commissioner and E-Ring, Inc.

Professional Services

Professional services associated with the installation, implementation, customization or modifications of any kind related to the software are not included in the maintenance fee.

4. DESIGNATED OPERATING SYSTEM(S)

Server:	Microsoft Windows Server 2003 or higher and Microsoft SQL Server 2000 or higher, ORACLE 10g
Workstation:	WINDOWS XP or higher

The operating platform configuration used in connection with the Software may affect its ability to perform as designed. E-Ring strongly recommends that Licensee submit in advance Licensee's proposed changes to operating platform configuration for E-Ring's review and approval.

5. MAINTENANCE TERM AND FEES

Maintenance Term:

The Maintenance Term will commence upon the date as determined in accordance with Section 3 of Part A of this Exhibit A. and will end one year thereafter. The Maintenance Term will continue to be subject to annual extension as provided in Section 3 of Part B of this Exhibit A.

Software Maintenance Fee:

The Maintenance Fee for the Software for the first two Maintenance Terms is set forth in Section 3 of Part A of this Exhibit A. Beyond this period E-Ring reserves the right to increase (not to exceed 5% per year) the annual Maintenance Fees payable for any subsequent renewal Maintenance Term by giving Licensee prior written notice of the price increase at least sixty (60) days prior to the beginning of the renewal Maintenance Term.

6. PAYMENT OF MAINTENANCE FEES

Maintenance Fees are due and payable in advance on an annual basis, with the first payment due and payable as described in Section 3 of this Exhibit A. Any fees or expenses relating to Maintenance Services, but not included in the Maintenance Fees, as described in Part B of this Software Maintenance and Support Services Agreement, will be due and payable when and as the services are rendered or expenses incurred, as invoiced by E-Ring. E-Ring reserves the right to require prepayment or advance deposit of such fees and expenses.

PART B TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SERVICES

1. Scope of Maintenance and Support Services. E-Ring will furnish Maintenance and Support Services (the "Maintenance and Support Services") during the Maintenance Term as follows:

1.1. Error Correction-Software. E-Ring will keep the Software performing in conformity with the Documentation in all material respects and will correct verifiable and reproducible Errors related to the Software when reported to E-Ring in accordance with the Technical Support Procedures. An Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

1.2. Incidence-Based Support. E-Ring will maintain a telephone hot-line and electronic support Monday through Friday from 8:00 A.M. to 5:00 P.M. Central Standard Time to receive inquiries from designated representatives of Licensee ("Designated Representatives") regarding use and operation of the Software for the Support Fees set forth on Part A of Exhibit A. of the License Agreement .

1.3. New Releases. E-Ring may, from time to time, issue new Releases of the Software, containing Error Corrections and/or Enhancements to Licensees who generally have maintenance and support agreements in effect. E-Ring will provide Licensee with one (1) copy of each new Release of the Software for each copy of the Software under maintenance, without additional charge. E-Ring will provide reasonable telephone assistance to help Licensee install and operate each new Release of the Software. Because Releases of the Software are cumulative, a Release of the Software may be useful only if Licensee has obtained and installed all prior applicable Releases of the Software.

1.4. Staff. E-Ring will maintain a trained staff of individuals with appropriate training and experience capable of rendering the Maintenance and Support Services in a professional, timely, competent and businesslike manner.

1.5. Compatibility Modifications. E-Ring will provide to Licensee modifications to the Software necessary to maintain the Software current with updates and releases of Designated Operating System software and related utility software with which the Software is licensed to operate.

1.6. Support for Current Releases. E-Ring will provide Maintenance and Support Services only for the current Release of the Software being licensed by E-Ring (the "Current Release") and the Release of the Software (excluding releases which are only Error Corrections to the Software) immediately preceding the Current Release.

1.7. Minimal Interruptions. E-Ring will perform the Maintenance and Support Services in a manner that minimizes interruptions in the availability or functioning of the Software.

2. Excluded Services. The Maintenance and Support Services do not include the following:

2.1. New Modules. E-Ring may, from time to time, offer New Modules to its Licensees, for an additional charge.

2.2. Additional Custom Enhancements. If Licensee requests additional custom Enhancements to the Software or other additional services pertaining to the Software (such as report-formatting assistance), such services, if provided, would be provided for an additional fee and would be subject to the terms and conditions specified in Section 13 below (Other Professional Services).

2.3. Back-Level Support. If Licensee chooses not to install any Release of the Software, E-Ring will, at Licensee's request, use its commercially reasonable efforts to maintain versions of the Software prior to the Current Release (and the Release of the Software immediately preceding the Current Release), subject to an additional charge, and subject to availability of E-Ring technical support staff.

3. Term. The initial maintenance term for the Software (the "Maintenance Term") is specified in Part A Section 5 of this Agreement. The Maintenance Term will automatically renew after the initial term for subsequent terms of one (1) year each, unless and until either Party gives the other Party at least thirty (30) days' written notice of termination prior to the end of the then-current term.

4. Cooperation of Licensee. Licensee agrees to notify E-Ring promptly following the discovery of any Error. Further, upon discovery of an Error, Licensee agrees, if requested by E-Ring, to submit to E-Ring (to the extent reasonably available) a listing of output and any other data that E-Ring may reasonably require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

5. Exceptions. The following matters are not covered by or included in the Maintenance and Support Services:

5.1 Any problem resulting from the misuse, improper use, unauthorized alteration, or damage of the Software;

5.2 Any problem caused by modifications in any version of the Software not made or authorized by E-Ring;

5.3 Any problem resulting from programming other than the Software;

5.4 Any problem resulting from the combination of the Software with such other programming or equipment to the extent such combination has not been approved by E-Ring; or

5.5 Errors in any version of the Software other than the Current Release or the Release of the Software immediately preceding the Current Release, provided that E-Ring will continue to support superseded Releases of the Software for a reasonable period of time, not to exceed ninety (90) days, sufficient for Licensee to implement the newest Release of the Software. Licensee will be responsible for and will pay E-Ring's normal charges and expenses as set forth herein for time or other resources provided by E-Ring to diagnose or attempt to correct any problem described in this Section 5. In addition, Licensee is responsible for procuring, installing, and maintaining all equipment, networks, telephone lines, communications interfaces, and other hardware necessary to operate the Software. E-Ring will not be responsible for delays caused by events or circumstances beyond its reasonable control.

6. **Maintenance Fees and Expenses.** The Maintenance Fees are specified in Part B of Exhibit A to this Agreement. Maintenance Fees do not include travel and living expenses or fees and expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware, third-party software licenses, third-party software maintenance and support fees or operating system upgrades.

7. **Use and Restrictions.** Error Corrections, Enhancements, or Releases (or any other programming provided by E-Ring, regardless of its form or purpose) will be considered Software for purposes of Section 1 of the Agreement and will be subject to the rights and restrictions specified in Section 1 of the Agreement. E-Ring will have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining to those works), subject only to the license expressly granted to Licensee in Section 1 of the Agreement. Unless otherwise agreed, Licensee is entitled to make and use only the number of copies of such works as Licensee is authorized to use of the Software to which they relate, and Licensee agrees to return or destroy, as requested by E-Ring, superseded copies when replaced by such works.

8. **Limited Warranty.** E-Ring represents and warrants that all services to be performed by E-Ring as contemplated under Exhibit A of the License Agreement, including Maintenance and Support Services and additional services described in Section 2 of Part B of Exhibit A, will be performed in a competent and workmanlike manner by individuals of appropriate training and experience. The warranty specified in the preceding sentence is exclusive and in lieu of all other warranties. Except as expressly set forth in this section 8, E-Ring specifically disclaims any other warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.

9. **Default.** If E-Ring breaches its obligation to perform the Maintenance and Support Services in accordance with the warranty set forth in Section 8 of Part B of Exhibit A of the License Agreement, and E-Ring fails to cure the breach within thirty (30) days after written notice of the breach is given by Licensee to E-Ring, Licensee will have the right to terminate the Maintenance and Support Services, in which case E-Ring must refund to Licensee within ten (10) days of such termination a pro rata portion of the Maintenance Fees pre-paid for the applicable period of coverage. If Licensee fails to pay any undisputed fees or charges due to E-Ring or otherwise fails to carry out any other material obligation of Licensee, then E-Ring may, at its option, in addition to other available remedies, terminate this Agreement, provided that it first gives Licensee thirty (30) days' prior written notice in order to permit Licensee to cure Licensee's default. In addition, maintenance coverage and Licensee's obligations to make payments of Maintenance Fees will automatically terminate with respect to any copies of Software that are no longer licensed for use under the Agreement.

10. **Limitation of Liability.** The cumulative liability of E-Ring for all claims relating to any services provided by e-ring as contemplated under Part B of Exhibit A of the License Agreement, including maintenance and support service, whether in contract, tort, or otherwise, will in no event exceed the total amount of all maintenance fees paid to E-Ring during the then current annual term. In no event will either party be liable to the other party or any other person for any consequential, indirect, special, or incidental damages, including loss of profits, revenue, data or use, incurred by either party or any third party, even if such party has been advised of the possibility of such potential loss or damage.

11. **Technical Support Procedures.** E-Ring will furnish Licensee with a current version of E-Ring's Technical Support Procedures. The Technical Support Procedures may be amended by E-Ring from time to time.

12. **Definitions.**

12.1 **"Enhancement"** means any modification or addition to the Software that changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction or New Module. Enhancements to the Software are included in the Maintenance and Support Services at no additional charge.

12.2 **"Error"** means any failure of the Software to conform to its Documentation in any material respect.

12.3 "Error Correction" means either a modification or addition that, when made or added to the Software, brings the Software into conformity with its Documentation in all material respects or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

12.4 "Module" or "New Module" means a module related to the Software which contains business logic not offered or contained in the then-current version of the Software and is offered by E-Ring as a separate option or feature and is priced separately. New Modules are not included in the Maintenance and Support Services and are subject to a separate charge.

12.5 "Release" means a new version of the Software that includes Error Corrections and/or Enhancements.

12.6 "Technical Support Procedures" means the E-Ring's Technical Support Procedures, as amended by E-Ring from time to time. The Technical Support Procedures may be amended by E-Ring from time to time upon written notice to Licensee.

All other capitalized terms used in this Exhibit have the meaning given to them in the License Agreement.

13. OTHER PROFESSIONAL SERVICES. E-Ring shall have no obligation to provide any Professional Services to Licensee except those described in Section 1, but may elect to do so in accordance with the provisions of this Section 13 and all other applicable terms and conditions of this Agreement:

13.1 Service Requests. In the event that Licensee desires E-Ring to provide additional Professional Services, Licensee shall submit to E-Ring a written service request, including, if applicable, (1.) descriptions and/or specifications of the requested services and all associated deliverables, and (2.) the time schedule for performance of such and for delivery of any deliverables.

13.2 Price Quotes. If E-Ring desires to provide the Professional Services described in a particular service request, E-Ring shall provide Licensee with a price quote for the same, which shall be based on E-Ring's then-current hourly labor rates or any other pricing structure deemed appropriate by E-Ring. Unless otherwise specified in a particular price quote, all prices for Professional Services will be exclusive of all reasonable travel, lodging, per-diem and other out-of-pocket expenses incurred by personnel of E-Ring (including E-Ring's subcontractors) in performing such Professional Services.

13.3 Acceptance of Quote. Upon acceptance by Licensee of any quote provided by E-Ring for the performance of Professional Services, E-Ring shall make an earnest effort to complete said Professional Services in a timely and efficient manner. Following any such acceptance by Licensee, any changes affecting the scope or cost of the requested Professional Services will be implemented by a written change order, which must be mutually agreed upon and executed by both Parties.

13.4 Proprietary Rights. Ownership of all work product resulting from the performance of Professional Services by E-Ring, and all proprietary and intellectual property rights in that work product, including all copyrights, patents, trademarks, service marks, trade secrets and other rights, will vest in and belong exclusively to E-Ring.

The signatures below attest to the Capture CAMA Edition Software License Agreement and Maintenance and Support Services Agreement between the Montgomery County Commission and E-ring, Inc.

Accepted and Approved:

MONTGOMERY COUNTY COMMISSION

E-RING, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

PART C NOTICES

Notices to E-Ring should be addressed as follows:

Company: E-Ring, Inc.
Address: 4910 Corporate Dr.
 Suite B
 Huntsville, Alabama 35805
Attention: Raj Radhakrishnan
Telephone: 256-772-3464
Facsimile: 256-772-8464

Notices to Licensee should be addressed as follows:

Licensee Montgomery County Revenue Commissioner
Address: P.O. Box 1667
 Montgomery, Al 36102-1667
Attention: Janet Buskey
Telephone: 334-832-1250
Facsimile: 334-832-1644

Confidentiality and Cooperative Agreement

BETWEEN

E-Ring, Inc. whose registered office is at 6703 Odyssey Dr. Huntsville, AL 35806, (hereinafter referred to as "E-Ring"), of the one part,

AND

Montgomery County Commission, whose registered office is at 101 South Lawrence Street, Montgomery, AL 36104 of the other part.

WHEREAS **E-Ring Inc.** and **Montgomery County Commission** wish to disclose certain proprietary or confidential information to each other concerning **system integration of E-Ring's Capture CAMA software** and each of the parties wishes to protect such own and/or third parties' proprietary or confidential information and **E-Ring** and **Montgomery County Commission** wish to ensure the integrity of the County's data;

NOW THEREFORE IT IS HEREBY AGREED as follows:

1. Extraordinary precaution shall be taken to ensure that employees of **E-Ring, Inc.** and/or **Montgomery County Commission** who have a business requirement to access the protected "back-end" Capture database schema are able to demonstrate the knowledge, experience, and skills required to work with Microsoft Server 2005 Business Intelligence Development tool suite and/or have a valid Microsoft SQL 2005 or later certification. This means they have thorough knowledge of the Microsoft SQL Server 2005 Business Intelligence Development tool suite. They have knowledge of database schemas and of debugging, monitoring, and troubleshooting Business Intelligence solutions, and they know how to work with Microsoft .NET Framework. They can write database queries, use SQL Server Analysis Services (SSAS) data mining algorithms, and create and deploy SQL Server Reporting Services (SSRS) reports. The following certifications will satisfy this portion of the agreement:

- (1) **Microsoft Certified Technology Specialist (MCTS)**: For IT professionals who demonstrate their expertise maintaining databases by using SQL Server 2005 or their deep expertise with SQL Server 2005 Business Intelligence
or,
- (2) **Microsoft Certified IT Professional (MCITP)**: Builds on an MCTS pre-requisite and is designed for IT professionals who have demonstrated their expertise in using SQL Server 2005 for one of three specific job-roles: Business Intelligence, Database Development, or Database Administration
or,
- (3) **Demonstrated Performance**. Montgomery County Information Systems employees that meet the stated requirements but do not hold the appropriate certificates must be individually identified by the Montgomery County Director of Information Systems as qualified and experienced as stated above and an attesting document attached to this agreement.

2. In this Agreement the term "Proprietary Information" shall mean any technical and/or commercial information (whether in visual or machine readable form) disclosed by one party to the other and identified by a suitable legend or marking as being "Confidential" or "Proprietary" as well as Proprietary Information disclosed orally from one party to the other which was described as being proprietary or confidential at the time of disclosure and thereafter is reduced to writing, appropriately identified and a copy thereof sent to the receiving party within 15 working days of the original oral disclosure, PROVIDED, HOWEVER that Proprietary Information shall not include any information which the receiving party can show:

- (1) is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the receiving party; or
- (2) has been lawfully received from a third party without restriction as to its use or disclosure; or

- (3) was already in its possession free of any such restriction prior to receipt from the disclosing party; or
 - (4) was independently developed by the receiving party without making use of the Proprietary Information; or
 - (5) has been approved for release or use (in either case without restriction) by written authorization of the disclosing party.
3. The receiving party of an item of Proprietary Information undertakes:
- (1) to keep such Proprietary Information confidential;
 - (2) not to use such Proprietary Information otherwise than for the purposes of the system integration unless such use is specifically authorized in writing by the disclosing Party;
 - (3) not to disclose such Proprietary Information to any persons employed in its business other than those having a need to know for the purposes of the system integration, and then only on the understanding that such persons are made aware of and undertake to observe the provisions of this Agreement;
 - (4) not to disclose Proprietary Information to any third party except for the purposes of the system integration and with the prior written consent of the disclosing party (which consent shall not be unreasonably withheld) and then only on the understanding that such third party is made aware of and undertakes to observe the provisions of this Agreement;
 - (5) not to copy or reduce Proprietary Information to writing except as may be strictly necessary for the purposes of the system integration; and
 - (6) to return to the disclosing party on demand all copies of Proprietary Information reduced to writing (or other permanent form) and to destroy all notes and any other written reports or documents which may have been made by the receiving party to the extent they contain any part of or reference to the Proprietary Information in whole or part except as authorized in writing by the disclosing party or as is strictly necessary to complete any outstanding obligations relating to the system integration whereafter such Proprietary Information shall be returned or destroyed as aforesaid.
4. Notwithstanding the foregoing, every party shall be entitled to disclose Proprietary Information to the extent required by law, regulation or legal process, provided that, to the extent practical, this party gives prior notice to the other party of the reasons for and the proposed contents of such disclosure.
5. This Agreement shall not be construed as granting expressly or implicitly any rights under patents, copyright or any other form of intellectual property rights belonging to the disclosing party in respect of Proprietary Information the ownership of which shall remain vested in the disclosing party at all times.
6. Should either party hereto be the subject of merger or any other form of reorganization it is agreed that the successor in law to such party shall also be bound by the terms of this Agreement as if such party were an original party hereto. Subject to the aforesaid, neither party shall assign its interest under this Agreement without the prior written consent of the other party.
7. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama.
8. Place of jurisdiction shall be at E-Ring's' registered office in Huntsville, Alabama.

The signatures below attest to this Confidentiality and Cooperative Agreement between the Montgomery County Alabama Commission and E-ring, Inc.

Accepted and Approved:

MONTGOMERY COUNTY COMMISSION

E-RING, INC.

By: _____

By: Raj Radhakrishnan _____

Title: _____

Title: CEO _____

Date: _____

Date: _____



Ronald L. Jones
Chief Examiner

State of Alabama
Department of
Examiners of Public Accounts

Telephone (334) 242-9200
FAX (334) 242-1775

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251

Agenda

APR 25 2011

2011 APR 25 9:32
MONTGOMERY COUNTY COMMISSION

Location:
Gordon Persons Building
50 North Ripley Street, Room 3201
Montgomery, AL 36104-3833

April 4, 2011

Hon. Elton N. Dean Sr., Chairman
Montgomery County Commission
P.O. Box 1667
Montgomery, AL 36102-1667

Dear Mr. Dean:

Enclosed is the agreement between the Department of Examiners of Public Accounts and the Montgomery County Commission for an audit of the federal assistance received by your office.

Please **sign and date** the two (2) copies of the agreement and **return one (1) copy** to the County Audit Division of our Department.

Sincerely,

Teresa W. Durrett, Director
County Audit Division

TWD/np

Enclosure

STATE OF ALABAMA
MONTGOMERY COUNTY

AGREEMENT

This agreement by and between the Department of Examiners of Public Accounts (EPA) and the Montgomery County Commission (MCC) becomes effective upon full execution.

It is agreed that the EPA will audit the MCC for the one (1) year period October 1, 2009 through September 30, 2010. The audit will encompass a financial audit in accordance with Government Auditing Standards issued by the Comptroller General of the United States, an audit of compliance with applicable laws and regulations of the State of Alabama, and an audit of compliance with applicable laws and regulations of the Federal Government in accordance with OMB Circular A-133 and the Single Audit Act Amendments of 1996.

MCC agrees to reimburse EPA for its necessary and reasonable costs to conduct the audit, which include personnel costs and travel expenses incurred at amounts authorized by the State Travel Law. The maximum cost of this agreement to MCC shall not exceed eleven thousand seven hundred fifteen dollars (\$11,715.00). MCC agrees to pay 65% of the cost of this agreement upon full execution and 35% after completion of fieldwork as evidenced by invoices from the Department of Examiners of Public accounts.

EPA agrees to furnish all required copies of audit reports to federal grantor agencies in addition to copies provided to MCC.

EPA agrees that all working papers shall be made available upon request for review by the federal grantor agencies consistent with State Law. EPA agrees to retain all working papers and reports for a minimum of three (3) years from the date of the audit report unless EPA is notified in writing to extend the retention period.

MCC agrees to make available to EPA all financial and operating data determined necessary by EPA to conduct the audits. MCC agrees to provide a working area for personnel of EPA, which facilitates efficient fieldwork.

This agreement and all promises by MCC are made subject to availability of sufficient funds.

The parties shown below have executed this agreement to become effective on the date specified previously and under all conditions described herein.

IN WITNESS THEREOF, the parties have affixed their hands and seals this _____ day of _____, 20____.

STATE OF ALABAMA
Department of Examiners
of Public Accounts



Ronald L. Jones
Chief Examiner

Montgomery County Commission

Elton N. Dean Sr.
Chairman

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

**MONTGOMERY COUNTY COMMISSION
ENGINEERING DEPARTMENT**

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

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

Agenda

APR 25 2011

2011 APR 13 AM 10:21

MEMORANDUM

TO: Donald L. Mims, County Administrator

FROM: George C. Speake, County Engineer

George C. Speake
4/12/11

DATE: April 12, 2011

**RE: APPROVAL OF AGREEMENT FOR RESURFACING
MERIWETHER TRAIL FROM GRADY TO LAPINE
PROJECT NO. STPNU-5104(200), MCP 51-66-11**

Please place on the agenda of the next regular meeting of the Montgomery County Commission the approval of attached agreement between the State of Alabama Department of Transportation and Montgomery County concerning funding for Project No. STPNU-5104(200), MCP 51-66-11, Resurfacing Meriwether Trail (CR28) from Grady to Lapine.

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

GCS/gcs

cc: File



ALABAMA DEPARTMENT OF TRANSPORTATION

Bureau of County Transportation

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060

Phone: (334) 242-6207 FAX: (334) 353-6530

Internet: <http://www.dot.state.al.us>



Robert Bentley
Governor

John R. Cooper
Transportation Director

April 11, 2011

The Honorable Elton N. Dean, Sr.
Chair, Montgomery County Commission
Montgomery, Alabama

RE: STPNU-5104(200)
MCP 51-66-11
Montgomery County

Dear Chair of County Commission:

Attached is the original Agreement between the Alabama Department of Transportation and Montgomery County covering the financing of construction costs for the above project.

It will be appreciated if you will have this Agreement executed and returned to this office for further approval and distribution. Upon approval of all parties concerned, a properly executed copy of the Agreement will be sent to you for your information and files.

Sincerely,

D. E. Phillips, Jr., P.E.
State County Transportation Engineer

DEP:ENA:at
Attachment

cc: Mr. Ronald L. Baldwin
Mr. George C. Speake
Mr. John Lorentson
Mr. Brad Lindsey (Negotiated Letter only)
File

**PLEASE DO NOT EXECUTE THE
FAXED COPY OF AGREEMENT !!!**

AGREEMENT

This Agreement is made and entered into by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT OF TRANSPORTATION, party of the first part (hereinafter called the State), and MONTGOMERY COUNTY, ALABAMA (FEIN 63-6001653), party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the State and County desire to cooperate in the resurfacing on CR28 from CR59 to CR1. Length - 5.712 miles. Proj #STPNU-5104(200), MCP 51-66-11. CPMS Ref #100056107.

NOW THEREFORE, it is mutually agreed between the State and County as follows;

- A. The County will furnish all Right-of-Way for project without cost to the State or this Project.
- B. The County will adjust and/or relocate all Utilities on the project without cost to the State or this Project.
- C. The County will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the State or this Project. The plans will be subject to the approval of the State and the project will be constructed in accordance with the plans approved by the State and the terms of this Agreement.
- D. The County will furnish all construction engineering for the project with County forces or with a consultant selected by the State or with State forces as a part of the project cost.
- E. The State will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.
- F. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The State will not be liable for Federal Aid Funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid Funds, if available, and from County Funds. In the event of an underrun in construction costs, the amount of Federal Aid Funds will be the amount indicated below, or 80% of eligible costs, whichever is less.
- G. The estimated cost of construction of this project payable by the parties is the amount set forth below:
- | | |
|-----------------------------------|-------------------|
| FA Funds (2010) | \$ 260,478.90 |
| FA Funds (2011) | 532,993.10 |
| County Funds | <u>198,368.00</u> |
| Total (Incl. E&I & Indirect Cost) | \$ 991,840.00 |
- H. The State will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the State will invoice the County for its prorata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the County will pay this amount to the State no later than 30 days after the date bids are opened.
- I. The County will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.
- J. The County will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- K. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.
- L. Upon completion and acceptance of this project, the County will maintain the project in satisfactory condition in accordance with the requirements of the Alabama Department of Transportation.

M. To the fullest extent permitted by law, the COUNTY shall defend, indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, and its agents, servants, employees and/or facilities from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by alleged or proven negligent acts or omissions of the COUNTY, anyone directly or indirectly employed by the COUNTY or anyone for whose acts the COUNTY may be liable, regardless of whether such claim, damage, loss or expense is caused in part, or alleged but not legally established to have been caused in whole by a party indemnified hereunder.

The term "hold harmless" includes the obligation of the COUNTY to pay damages on behalf of the State of Alabama, the Alabama Department of Transportation, and its agents, servants, and/or employees.

N. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

O. Exhibit M is attached hereto as a part hereof.

P. Exhibit N is attached hereto as a part hereof.

Q. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST:

MONTGOMERY COUNTY, ALABAMA

Clerk (Signature)

BY:
(Signature) Chairman
Montgomery County Commission

Type Name of Clerk

Type Name of Chairman

RECOMMENDED

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

State County Transportation Engineer
D. E. Phillips, Jr., P.E.

Chief Engineer/Deputy Director
D. W. Vaughn, P.E.

APPROVED AS TO FORM:

BY: _____
Chief Counsel, Jim Ippolito, Jr.
Alabama Department of Transportation

Transportation Director
John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE _____ DAY
OF _____, 20_____.

GOVERNOR OF ALABAMA
ROBERT BENTLEY

RESOLUTION NUMBER _____

BE IT RESOLVED, by the County Commission of Montgomery County, Alabama, that the County enter into an agreement with the State of Alabama; acting by and through the Alabama Department of Transportation for :

Resurfacing on CR28 from CR59 to CR1. Length - 5.712 miles. Proj #STPNU-5104(200), MCP 51-66-11. CPMS Ref #100056107;

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this _____ day of _____,
20_____.

ATTESTED:

County Clerk

Chairman, County Commission

I, the undersigned qualified and acting clerk of Montgomery County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

_____ day of _____, 20_____, and that such resolution is of record in the Minute Book of the County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the County on this

_____ day of _____, 20_____.

County Clerk

SEAL

7/18/90

**EXHIBIT M
CERTIFICATION**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this Agreement, be enacted, then the conflicting provision in the Agreement shall be deemed null and void.

TERMINATION DUE TO INSUFFICIENT FUNDS:

If the Agreement term is to exceed more than one fiscal year, then said Agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the Agreement in subsequent fiscal years.

In the event of proration of the fund from which payment under this Agreement is to be made, Agreement will be subject to termination.

ADR CLAUSE:

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

APR 25 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: April 21, 2011

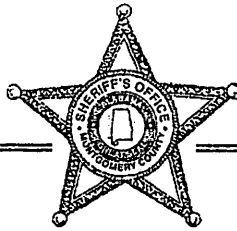
SUBJECT: RFP #52110-11P-006, Sheriff's Office
Fingerprint ID System

Request that approval of the above referenced Request for Quotation, to the only proposal received, AFIX Technologies, Inc., in the amount of \$49,500.00, be placed on the agenda for the County Commission meeting on April 25, 2011. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall and Lou Ialacci, Director of Information Systems.

A sample copy of the contract with recommended changes was approved by Mr. Tommy Gallion, County Attorney, on April 8, 2011.

Attachment

D.T. MARSHALL, SHERIFF

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

April 5, 2011

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

SUBJECT : Sheriff's Office Fingerprint ID System

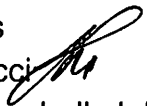
Attached please find a copy of a memorandum from Mr. Lou Ialacci regarding the Sheriff's Office Fingerprint ID System.

As stated in Mr. Ialacci's memorandum, the Montgomery County Sheriff's Office has funds in the current budget to pay for the licensing, technical support, and installation of the system. The only company to submit a proposal is AFIX Technologies, Inc. Mr. Ialacci assures me that this is a highly regarded company in the industry with over 300 installations in the United States.

Please place this on the next County Commission agenda for approval.

DTM/tb

MEMO

To: Pat Silas
From: Lou Ialacci 
CC: David Marshall, John Mitchell, Derrick Cunningham
Date: April 4, 2011
Re: RFP # 52110-11P-006 Sheriff's Office Fingerprint ID System

The Information Systems Department working with the Sheriff's Office developed extensive specifications for a fingerprint and palm print capture, identification, and tracking system. The specifications were very tight in order to ensure the Sheriff's Office would have a system that is current technology and will interface with other counties in Alabama and the southeast. This will improve the chances of solving crimes in addition to identifying and apprehending individuals with records or outstanding warrants.

The Sheriff's Office has the funds in its current budget to pay for the licensing, technical support, and installation of the system. There will also be an annual fee of approximately six thousand dollars to maintain the system to State and NCIC standards as well as providing enhancements as they are developed. The maintenance fee does not start until one year after the installation of the system and will need to be included in the fiscal 2012 budget.

The only company to submit a proposal is AFIX Technologies, Inc. This is a highly regarded company in the industry with over 300 installations in the United States. Our department and a representative from the Sheriff's Office have reviewed the proposal and recommend the County Commission approve the solution submitted subject to the contract being reviewed and approved by the County Attorney.

SAMPLE CONTRACT

AFIX TRACKER END USER LICENSE AGREEMENT

This Agreement is between AFIX Technologies, Inc., a Kansas Corporation, ("Licensor") and the undersigned "Licensee".

1. **General.** "You" and "Your" refer to the Licensee.
2. **License.** Licensor grants you a nonexclusive license to use the Program(s) listed on Schedule A (Program Description), which will be installed by Licensor on the Computer Equipment listed on Schedule B (Computer Equipment Description). Unless otherwise authorized in writing by Licensor, you may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering service bureau or similar services to, any entities or organizations other than Licensee.
3. **Object Code.** The Program(s) are provided in and may be used in machine-readable object code form only.
4. **Single Copy.** Unless otherwise authorized in writing, you may install, use, and execute only one (1) copy of each Program on only one (1) computer at a time.
5. **Back-up Copies.** You may make a copy of each Program CD in machine-readable, object code form, for archival, nonproductive, backup purposes only, provided that you reproduce and include Licensor's notices on each backup copy. Each backup copy must be stored in a safe and secure location. All copies of all Programs must be accounted for upon Licensor's request and delivered to Licensor immediately upon termination of this Agreement. If the archival CD is broken or lost, a replacement is available under Licensor's Service and Support.
6. **End User Materials.** End User Materials that accompany the Program(s) are provided solely to support your authorized use of the Program(s). You may not use, copy, modify, or distribute the End User Materials, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Licensor by separate written agreement.
7. **Delivery and Installation.** Licensor will use its best efforts to deliver and install each Program in accordance with the Implementation Schedule C. Licensor will not be responsible for delays caused by events or circumstances beyond its reasonable control. Installation shall be complete when a copy of the Program has been installed on your computer system at the Designated Location and the executability of the Program on such computer system has in Licensor's judgment been sufficiently demonstrated. Completion of installation shall constitute your acceptance of the license for the Program, but shall not affect any warranties still in effect under Paragraph 16.
8. **License Fees.** You agree to pay the License Fees for your license of a Program upon installation of the Program and/or purchase amounts for the Computer Equipment pursuant to Schedule D.

9. Other Charges. License Fees, except as otherwise detailed in Schedule D, "Equipment Purchase Amount", do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, consulting services requested by End User, shipping charges, or the costs of the Computer Equipment and any other recommended hardware. Title to the Computer Equipment will transfer to you upon installation. You agree to pay such fees and costs, when and as the services are rendered, the expenses are incurred and/or the Computer Equipment is delivered, as invoiced by Licensor. Licensor reserves the right to require prepayment or advance deposit for services or expenses in some instances. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s) and the Computer Equipment.

10. Late Charges. If any fee or cost is not paid within thirty (30) days after it is due, Licensor may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law) from the date such fee or charge first became due.

11. Service and Support. Upon expiration of the warranty period indicated in Paragraph 16, Licensor's responsibility to maintain the Program(s) shall end unless you enter into a Service and Support Agreement offered by Licensor. Upgrades to the Program(s) will be provided to you at no additional cost under the Service and Support Agreement. In the event that you request consulting services that are beyond the scope of this Agreement and the Service and Support Agreement, Licensor may provide such services or recommend appropriate outside consultants. In all cases, fees for such services will be charged at Licensor's standard rates and you will be responsible for paying such fees, plus any necessary travel and living expenses.

12. Customer Responsibilities. You are responsible for the following actions:

1. Determining whether the Program(s) will achieve the results you desire;
2. Providing a proper environment and proper utilities for the Computer Equipment on which the Program(s) operate, including an uninterrupted power supply;
3. Selecting and training your personnel so they can operate the Computer Equipment and are familiar with the accounts and records that serve as input and output for the Program(s); and
4. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the Computer Equipment on which they run non-operational.

Licensor reserves the right to charge additional service fees if an operator seeks assistance with respect to such basic information or any other matters not directly relating to the operation of the Program(s). Licensor does not hold itself out as a professional expert and adviser regarding your computer or information needs. Licensor is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

13. Proprietary Protection. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications and enhancements thereto (including ownership of all patent rights, copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use. You will not delete, remove or obscure notices regarding Licensor's proprietary rights from the Program(s), Computer Equipment or End User Materials.

14. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program(s) or End User Materials (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Licensor. You may not reverse assemble, reverse compile, or otherwise translate the Program(s). Your license may not be transferred, leased, assigned, or sublicensed without Licensor's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of your entire business who assumes the obligations of this Agreement in writing. You may not install the Program(s) without Licensor's prior written consent (which will not be unreasonably withheld), provided that you may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations. You authorize Licensor to enter your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

15. Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licensor shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

16. Warranty. Licensor warrants for a period of thirty (30) days after installation of each Program, for your benefit alone, that such Program, when operated with the Computer Equipment and in the operating environment specified by Licensor, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. Licensor does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide Licensor with sufficient detail to allow Licensor to reproduce the defect or error. As your exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as Licensor's entire liability in contract, tort, or otherwise, Licensor will correct such error or defect at Licensor's facility by issuing corrected instructions, a restriction, or a bypass. If Licensor is unable to correct such defect or error after a reasonable opportunity, Licensor will refund the license fees paid for such Program. However, Licensor is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program you have modified, misused, or damaged. Licensor makes no warranties for the Computer Equipment. Licensee is referred to the manufacturer(s) of the Computer Equipment for warranty claims. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, LICENSOR SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; LICENSOR MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

17. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of Licensor to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all license fees paid to Licensor for the relevant Program(s) or services within the prior year. This limitation shall not apply to the indemnification provided in Paragraph 18. In no event shall either party be

liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

18. Indemnification. If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, Licensor will (as long as you are not in default under this Agreement or any other agreement with Licensor) defend you against such claim at Licensor's expense and pay all damages that a court finally awards, provided that you promptly notify Licensor in writing of the claim, and allow Licensor to control, and cooperate with Licensor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Licensor may, at its option, secure for you the right to continue to use the Program(s), modify or replace the Program(s) so they are non-infringing, or, if neither of the foregoing options is available in Licensor's judgment, require you to return the Program(s) for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license. However, Licensor has no obligation for any claim based on a modified version of the Program(s) or their combination, operation, or use with any product, data, or apparatus not provided by Licensor. THIS PARAGRAPH STATES LICENSOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

19. US GOVERNMENT RESTRICTED RIGHTS LEGEND If the Program(s) and accompanying End User Materials are acquired by or on behalf of a unit or agency of the United States Government this provision applies. This Program(s) and End User Materials: (a) were developed at private expense, and no part of it was developed with government funds, (b) are trade secrets of Licensor for purposes of the Freedom of information Act, (c) are "commercial computer software" subject to limited utilization as provided in the contract between the vendor and the government entity, and (d) in all respects are proprietary data belonging solely to Licensor.

For units of the Department of Defense (DOD), the software product referred to as the Program(s) and End User Materials is provided only with the rights in this license Agreement and RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to the DOD Federal Acquisition Regulation ("FAR") Supplement 252.227-7013(c)(1)(i) (October 1988). Documentation is provided only with the rights in this License Agreement and Limited Rights. Use, duplication or disclosure by the Government is subject to the DOD Federal Acquisition Regulation ("FAR") Supplement 252.227-7013(b)(3). Contractor/manufacturer is AFIX Technologies, Inc., 205 N. Walnut St., Pittsburg, Kansas 66762.

If the Program(s) and End User Materials are acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any insignia or lettering from Program(s) and End User Materials that are provided or from providing copies of manuals or media (except for one copy for backup purposes or as otherwise explicitly provided in this Agreement) and:

- a) title to an ownership of the Program(s) and any reproduction thereof shall remain with AFIX Technologies, Inc.;
- b) use of the Program(s) shall be limited to the facility for which it is acquired; and
- c) if the use of the Program(s) is discontinued at the installation specified in the purchase/delivery order and the Government desires to use it at another location,

it may do so by giving prior written notice to AFIX Technologies, Inc. specifying the type of computer and new location site.

Government personnel using the Program(s) and End User Materials, other than under a DOD contract or GSA Schedule, are hereby on notice that the Program(s) is supplied only with Restricted Rights as provided in Federal Acquisition Regulation 52.227-19 (May, 1987) and the accompanying documentation is supplied only with Limited Rights as provided in FAR 52.227-14 (June, 1987).

20. Additional Terms for Certain Licensed Programs. In the event that specific Programs and End User Materials are generally licensed by Licensor pursuant to additional or different terms than those contained in this Agreement, reference shall be made thereto in the Program Description. Licensor shall, upon request, furnish a copy of such terms and conditions to Licensee on or before delivery of the Licensed Programs to Licensee. If Licensee does not wish to accept such additional or different terms, Licensee shall, prior to any use of the Licensed Programs or End User Materials delivered pursuant to such Program Order, return the same, at Licensee's expense, to Licensor whereupon the Program Order shall be deemed canceled. Such additional or different terms shall be considered accepted by Licensee in the event that Licensee commences use of the Licensed Programs or End User Materials or pays any portion of the fees and charges due with respect thereto. In the event of a conflict between such terms and the terms hereof, such additional or different terms shall control with respect to the specific Licensed Programs to which such additional or different terms apply.

21. Default. Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Licensor, Licensor may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), provided that it first gives you fifteen (15) days' prior notice in order to permit you to cure your default.

22. Termination. Upon termination of this Agreement as a result of your uncured default, or upon your filing of a petition in bankruptcy, or a petition in bankruptcy being filed against you, or your making an assignment for the benefit of your creditors, your license will immediately terminate, and you are required to immediately return or destroy, as requested by Licensor, all copies of the Program(s) in your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to certify your compliance with such requirement upon Licensor's request.

23. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either from program personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

24. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Kansas as it applies to a contract made and performed in such state. Licensee consents to jurisdiction and venue in the applicable federal and state courts in Kansas and waives any challenge to personal jurisdiction.

25. Modifications and Waivers. This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights

hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

LICENSOR

AFIX Technologies, Inc.
205 N. Walnut
Pittsburg, KS 66762

LICENSEE

Department Name
Street Address
City, State Zip

Joan Vitt, CEO

By _____

Date

Printed name

Title

Date

Schedule B: Computer Equipment

Hardware will be provided as specified in Quote #

Schedule C: Implementation

Upon receipt of a purchase order, an AFIX Technologies employee will immediately contact the licensee to set up an installation and training date within a period of one month from receipt of purchase order. Once an installation date has been determined, an introductory packet of information will be delivered to licensee. Included in the packet is vital customer information relating to the AFIX Technologies Products, a confirmation of the installation date, instructions on sending ten-print cards for the conversion process, a site survey form and a copy of the end user license agreement. It is the responsibility of the licensee to complete and return the site survey form and sign and return a copy of the end user license agreement.

Equipment will be delivered to the customer in advance of installation and training date. Standard Training for AFIX Tracker is two days unless otherwise noted on purchase order. On the date of installation, an AFIX Technologies trainer will travel to the installation site and begin the day by setting up the pre-configured hardware. Training begins once the equipment is set up.

Schedule D: Equipment Purchase Amount

AFIX Tracker

(Equipment and hardware as described in pricing quote.)

AFIX Tracker Additional Support

Support plan includes unlimited toll-free technical support, all update and new versions released during the term of coverage and replacement of damaged or lost installation disks, for a period of one year.

Schedule D

AFIX Technologies, Inc.**SHIP TO:**

Rodney Smith
 Web & Database Specialist
 Montgomery County Sheriff's Office
 100 S. Lawrence Street
 Montgomery, AL 36104

BILL TO:

Rodney Smith
 Web & Database Specialist
 Montgomery County Sheriff's Office
 100 S. Lawrence Street
 Montgomery, AL 36104

Quote Information

Sales Person	Quote Date	Effective Date	Terms	Quote Number
Matt Strohmeyer	March 2, 2011	60 days from quote date	Payable upon receipt of invoice	100805-1258

Qty	Product	Product Description	Unit Price	Total Price
1	AFIX Identifier	AFIX Identifier v.5.7.3 fingerprint-based 2-10:N Automated Identification System	\$16,500	\$16,500
1	Software License	AFIX Identifier v.5.7.3 single user license for Windows 2000, Windows Server 2003 and Windows XP	Included	Included
1	Support Plan	1-year AFIX Identifier Support Plan (described in specifications)	Included	Included
1	Installation & Training	Installation and one day of onsite training for up to five trainees in the operation of the AFIX Identifier system	Included	Included
1	System Hardware	Dell Precision T3500 computer system (configuration as described below or better), Epson Perfection V700 flatbed scanner, Epson WorkForce 40 inkjet printer, Identix® DFR® 2100 Single Finger Capture Device, Logitech Orbit USB-TWAIN digital camera, APC Back-UPS ES800 uninterruptible power supply (no hardware included except the DFR-2100 Single Finger Capture Device)	-\$2,000	-\$2,000
	Shipping	Shipping costs (computer system and all related hardware)	Included	Included

Grand Total:	\$14,500
---------------------	-----------------

Schedule D

AFIX Technologies, Inc.**SHIP TO:**

Rodney Smith
 Web & Database Specialist
 Montgomery County Sheriff's Office
 100 S. Lawrence Street
 Montgomery, AL 36104

BILL TO:

Rodney Smith
 Web & Database Specialist
 Montgomery County Sheriff's Office
 100 S. Lawrence Street
 Montgomery, AL 36104

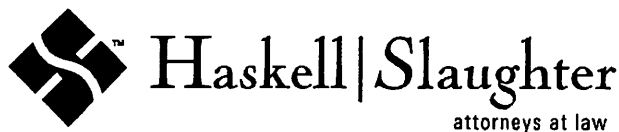
Quote Information

Sales Person	Quote Date	Effective Date	Terms	Quote Number
Matt Strohmeyer	March 2, 2011	60 days from quote date	Payable upon receipt of invoice	100805-1257

Qty	Product	Product Description	Unit Price	Total Price
1	AFIX Tracker (Platinum/SQL)	AFIX Tracker Platinum/SQL v.5.7.3 Automated Fingerprint & Palm print Identification System	\$42,500	\$42,500
1	Software License	AFIX Tracker Platinum/SQL v.5.7.3 single user license for Windows 2000, Windows Server 2003 and Windows XP	Included	Included
1	Support Plan	1-year AFIX Tracker Platinum/SQL Support Plan (described in specifications)	Included	Included
1	Installation & Training	Installation and two consecutive days of onsite training in the operation of the AFIX Tracker system	Included	Included
1	System Hardware	Dell Precision T3500 computer system (configuration as described below, or better), Epson Perfection V700 flatbed scanner, Epson WorkForce 40 inkjet printer, Seagate BlackArmor PS110 external backup drive, APC Back-UPS ES800 uninterruptible power supply (not included)	-\$2,500	-\$2,500
1	Accuprint Module	Accuprint module provides the ability to print FBI-certified fingerprint images, palm print images, print card graphics and biographical data.	Included	Included
	Data Conversion	Conversion (digitization, minutiae extraction and entry of up to three demographic fields) of 500 record fingerprint and/or palm print cards. Note: each scan required represents a separate conversion	Included	Included
	Shipping	Shipping costs (computer system and all related hardware)	Included	Included
	Discount	Montgomery CSO discount.	-\$5,000	-\$5,000

Grand Total:	\$35,000
---------------------	-----------------

Copy - Pat Silas
8214



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

TTG
2011/04/11 PM 2:55

MEMORANDUM

April 8, 2011

TO: Donnie Mims
FROM: Tommy Gallion
RE: Montgomery County Sheriff's Office
AFIX Technologies, Inc (fingerprint id system)

I have reviewed your April 7, 2011 memorandum, the April 6, 2011 memorandum from Pat Silas to you, the proposal, sample contract with AFIX Tracker End User License Agreement for a fingerprint identification system for the Montgomery County Sheriff's Office and its attachments.

I agree 100% with Pat Silas. Item 10 needs to be deleted from the contract. Item 16 should be changed to one (1) year as stated in the proposal. Item 19 should be deleted as not applicable to MCC. Item 24 should be replaced with the County's standard dispute resolution.

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

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

Agenda

APR 25 2011

DATE: April 12, 2011
TO: Donnie Mims – County Administrator
Montgomery County Commission
FROM: Paul H. Brown – Executive Director
Montgomery County Community Corrections
SUBJECT: Recommendation for Extension of GPS Offender Tracking Contract Award
Commission Agenda Item

Mr. Mims:

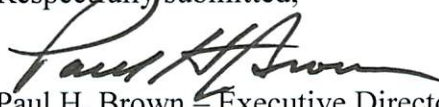
Based on the successful past performance over the past two (2) years of the selected vendor, G4S Incorporated, as determined by our experience and verbal comments from the Youth Services Division in providing offender GPS electronic monitoring, I am recommending that we exercise our option to extend the existing contract for an additional year. The representative for G4S Incorporated has informed us that they are not electing to exercise their option to increase their cost of services by the permissible rate of up to 5%, making this contract for continued services among the least expensive in the industry today.

Presently, all GPS Electronic Monitoring costs are being paid by a grant from the Alabama Department of Corrections. It is expected that this grant will be exhausted before the end of fiscal year 2011-2012, therefore, the Community Corrections Department will be seeking a grant or alternative funding source to continue this service should any other extensions be requested..

I have prepared a proposed copy on a one year contract extension using essentially the same language as the original contract and making note of the one year extension in section #6.

The County Attorney has reviewed the proposed contract and had made a favorable finding. I am therefore requesting that the GPS Offender Tracking contract be placed on the agenda for consideration at the next Commission Meeting..

Respectfully submitted,



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

Attachments: Original Contract with G4S (copy)
Proposed Contract Extension

PAUL BROWN, EXECUTIVE DIRECTOR
(334) 832-7730 • FAX (334) 832-7176

**JAIL/PRISON DIVERSION • DRUG COURT • COUNTY PROBATION • PRE-TRIAL
RELEASE**

CONTRACTUAL AGREEMENT

THIS CONTRACTUAL AGREEMENT made and entered into as the _____ day of April, 2011, between G4S Justice Services, Inc. and Montgomery County Commission, Montgomery, Alabama

WHEREAS, G4S Justice Services, Inc. owns and operates a business and desires to provide GPS Offender Tracking Systems to Montgomery County Community Corrections Department and Youth Facility, in accordance with all provisions and specifications of RFP No. 51100-09P-004, as advertised by the by the Montgomery County Commission on February 23, 2009. (hereafter referred to as the RFP)

WHEREAS, In Consideration thereof, G4S Justice Services, Inc. and Montgomery County Commission agree as follows:

1. No portion of the contract shall be subcontracted out by G4S Justice Service, Inc. without the prior written approval of both the Montgomery County Commission Administrator and the Executive Director of the Montgomery County Community Corrections Department. Only those subcontractors that are specifically named in G4S Justice Service, Inc. proposal shall be given consideration for approval upon thorough review of the subcontractor's qualifications and ability to perform all relevant duties of the contract.
2. G4S Justice Service, Inc. must provide service to both the Montgomery County Community Corrections Department and the Montgomery County Youth Facility and be capable of designating between each entity for the purpose of monthly invoicing for services. The quoted unit cost per diem shall be the same for either entity and the aggregate number of GPS units (between all entities served) shall comprise the number of units utilized for any quantity discounts or reductions in unit per diem costs. It is the intent of the Montgomery County Commission to permit other public safety agencies within Montgomery County to have access to this contract for services
3. G4S Justice Service, Inc. shall provide expert testimony as to performance and methodologies of the vendor equipment as requested by the Agency or a subpoena. Reasonable travel expenses (according to the State of Alabama approved rates for employees) may be reimbursed for this service. Professional fees for testimony or Court appearances shall be limited to travel expenses.

4. For the entire term of the contract, G4S Justice Service, Inc. shall maintain general liability insurance and products liability insurance (either separate of combined) in an aggregate amount of at least one million dollars (\$1,000,000) naming the Montgomery County Commission and its authorized agents as additional insured(s). A copy of the Certificate of Insurance shall be provided upon the signing of the formal contract agreement and no later than the commission of actual services. The G4S Justice Service, Inc. shall provide 45 days notice to the County Commission of cancellation, non-renewal or material change of said insurance, including change of insurance provider.

5. The construction, interpretation, and enforcement of this agreement shall be governed by the laws of the State of Alabama, and exclusive venue for any and all legal actions and/or remedies under any contracts which may be derived as a result of this RFP shall be in Montgomery County, Alabama.

6. The Request for Proposal, G4S Justice Service, Inc. proposal and any subsequent contract for services shall, combined, constitute the Contract for Services between the successful proposing vendor and the Montgomery County Commission. Vendors shall be bound by representations, specifications, warranties and all other material aspects of their written proposal as well as those contained in the RFP. Exceptions to the vendor's ability to conform to any technical and/or material aspect of the RFP should clearly be indicated in the vendor's proposal, otherwise, it shall be the successful vendor's responsibility to deliver the services as specified for the cost quoted in the vendor's proposal. This contract is a one year extension of the contract previously in force between both parties and said services shall commence on May 1, 2011 and shall end on April 30, 2012, with the remaining potential for two annual extensions. Future price escalations of up to 5% per annum shall be permitted for the remaining two annual potential contract extensions. Should the contract be extended beyond a total of 5 years, the maximum allowable escalation shall be no more than 5% per annum.

7. The Montgomery County Commission reserves the right to cancel the proposed contract award with 30 days written notice for any reason including unavailability of funding. The Montgomery County Commission reserves the right to cancel the proposed contract award upon a finding of any uncorrected material deficiency in the vendor's delivery of services with 24 hours notice.

8. Corrected deficiencies that are resolved within a reasonable time (deemed to be 10 days or less) may be penalized on a daily unit pro-rata basis and deducted from any invoice submitted by the vendor. G4S Justice Services, Inc. shall have no right to cancellation of the proposed contract with the exception of the Montgomery County Commission's failure to make timely payment for services rendered (payment is generally made within 30 days of receipt of approved invoice).

9. The Montgomery County Commission reserves the right to convert to the proposed self monitored services upon 90 days notification at the rate included in the vendor's proposal for self monitoring.

10. G4S Justice Services, Inc. must provide service to both the Montgomery County Community Corrections Department and the Montgomery County Youth Facility and be capable of designating between each entity for the purpose of monthly invoicing for services. The quoted unit cost per diem shall be the same for either entity and the aggregate number of GPS units (between all entities served) shall comprise the number of units utilized for any quantity discounts or reductions in unit per diem costs. It is the intent of the Montgomery County Commission to permit other public safety agencies within Montgomery County to have access to this contract for services.

11. The actual unit cost per day shall be invoiced according to actual active days any individual unit is utilized, inclusive of the beginning and end date of use.

12. The per diem unit cost for the GPS devices shall be as follows:

a. **Passive (5 minute tracking with 30 minute call-in, plus immediate call-in for tampers) GPS: \$3.98**

b. **Hybrid (3 minute tracking with 3 minute call-in, plus immediate call-in for tampers) GPS: \$4.65**

c. **Active (1 minute tracking with 1 minute call-in, plus immediate call-in for tampers) GPS: \$5.79**

These prices are per unit per diem, and include all necessary equipment, supplies, training, and support, as well as on-site spare levels of 2 devices or 15% of active units, whichever is greater. These also include around-the-clock technical support and 2 vendor-provided and funded BlackBerry devices. The above referenced prices include 5% loss and or damage coverage (as determined by the number of actual devices deployed per individual agency – not combined).

13. For any equipment lost, damaged, or stolen above 5% (as determined by the number of actual devices deployed per individual agency – not combined) shall be:

OM210 GPS unit: \$900.00

GPS strap: \$75.00

GPS Back Plate: \$100.00

GPS Charger: \$100.00

14. Should the Montgomery County Commission wish to opt for vendor loss/damage insurance coverage above the quoted 5%, the per diem costs shall be as follows:

**10%: Passive GPS \$4.30
Hybrid GPS \$4.97
Active GPS \$6.11**

**15%: Passive GPS \$4.39
Hybrid GPS \$5.06
Active GPS \$6.20**

**20%: Passive GPS \$4.48
Hybrid GPS \$5.15
Active GPS \$6.29**

These costs are per diem per unit. These coverage levels can be changed at any time by the Montgomery County Commission, but the change may not be retroactive.

15. Additional services, technology and equipment shall be made available to the Montgomery County Commission and all agencies that may be or become a party to this contract for services and shall include:

**a. VI-CAP Video Capture Remote Breathe Alcohol Testing: \$5.50
(includes up to 2 tests/day, additional tests \$1.50 each)**

b. G4S/Omnalink Domestic Violence Tracking (price includes 1 participant and 1 victim*) : \$22.00

(*Additional/multiple victim units can be added at their respective unit per day prices)

c. RF Patrol™ Continuous Signaling RF Equipment and Monitoring Services: \$3.00

d. RF Patrol™ Cellular Equipment and Monitoring Services: \$6.00

**e. Voice Patrol™ Verification (includes up to 5 contacts per day):
\$2.25**

These costs are per unit per diem on an as-needed basis in addition to the primary GPS technology and services.

16. For lost, damaged, or stolen equipment, the following costs are quoted:

RF Patrol Bracelet: \$500.00
RF Patrol Home Unit: \$900.00
RF Patrol Cellular Home Unit: \$1,100.00
VI-CAP Tester: \$500.00
VI-CAP Camera: \$1,100.00

17. If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions and negotiations. If the dispute cannot be settled through direct discussions or negotiations, the parties shall endeavor to settle the dispute by non-binding mediation. The location of the mediation shall be Montgomery, Alabama. Either party may terminate the mediation at any time after the session, but the decision to terminate must be delivered in person to the other party and the mediator. Engaging in mediation is a condition precedent to any other form of binding dispute resolution. If the parties cannot agree on a mutual resolution then any disputes not resolved by mediation shall be decided in the Circuit Court of Montgomery County, Alabama and governed by the laws of the State of Alabama between the Montgomery County Commission and G4S Justice Services, Inc.

IN WITNESS WHEREOF, we have hereunto set our hands on days and year first above written and the signing of this agreement signifies the acceptance of the terms and conditions as specified above.

G4S JUSTICE SERVICES, INC.

WITNESS:

BY: _____

MONTGOMERY COUNTY COMMISSION

WITNESS:

BY: _____

TITLE: _____



Haskell|Slaughter
attorneys at law

MONTGOMERY OFFICE

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

MEMORANDUM

April 6, 2011

TO: Donnie Mims
FROM: Tommy Gallion
RE: GPS Offender Tracking Contract
Proposed Extension of G4S Incorporated

I have reviewed your April 5, 2011 memorandum, the April 5, 2011 memorandum from Paul Brown to you and its attachments (the original contract and the proposed contract extension).

It is my understanding that based on the past performance of the vendor, G4S Incorporated, it has been proposed the Montgomery County Commission exercise its option to extend the existing contract for an additional year at the same rate. It is my understanding that the grant from the Alabama Department of Corrections that covers these costs will be exhausted before the end of fiscal year 2011-2012.

It is my legal opinion that the G4S Incorporated contract can be extended for an additional year. I am of the opinion that the services provided for in this agreement are in the best interest of the public health, safety, education, morals, security, prosperity, contentment and the general welfare of the citizens of Montgomery County. I therefore see no reason why this contract extension of the agreement should not be executed if it is the desire of the Commissioners.

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ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

MONTGOMERY COUNTY COMMISSION

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

ESTABLISHED 1816

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

Agenda

APR 25 2011

April 13, 2011

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Verizon Equipment Purchase Order

A one-year purchase agreement has been submitted by Lou Ialacci for a Verizon Equipment Purchase Order. This agreement is the annual renewal for Blackberry, air cards, and phone service through Verizon Wireless.

It is the same agreement that we have entered into the previous two years with 75% of the usage for the Sheriff's Office and Youth Facility services. There will be increased needs in these areas, therefore the cost will increase.

This matter was discussed during the working session of the April 11, 2011 County Commission meeting. Your approval of this Purchase Order is appreciated.

JAM/rw

Attachments

Memo

To: John Mitchell

From: Lou Ialacci 

CC: Pat Silas, John Mitchell, D. T. Marshall, Bruce Howell

Date: April 4, 2011

Re: Verizon Equipment and Services Schedule

An annual supply schedule and quotation from Verizon Wireless are attached for equipment and services being provided to all county offices. Verizon Wireless will only enter into one year commitments or as Verizon refers to it – a one year “Federal Supply Schedule Purchase Order” with any governmental entity. Verizon requires this to ensure the governmental agency has pre-authorized the funds for the contract time period. Montgomery County Commission entered into our first one year contract in March 2009 for equipment and services. The contract was renewed last March and is up for renewal again. The funds are in the departmental budgets.

Verizon continues to be the best wireless provider by far in Montgomery County and has competitive pricing. The purchase order amount for the coming year has increased due to the addition of an Automated Vehicle Location (AVL) system for the Sheriff's Office, which has required additional air cards. The Sheriff's Office and the Youth Detention Facility continue to have increased needs for the wireless devices to assist in daily law enforcement and as they implement new crime prevention technology. The Sheriff's Office and the Youth Detention Facility account for 75% of the costs of the contract amount that covers primarily air cards and Blackberry service.

The attached document is not a GSA contract. It is Verizon's governmental pricing schedule. The County's only commitment is a purchase order for services for one year that is cancelable at any time the County chooses.

I am requesting the County Commission approve the attached new one year purchase commitment that has the identical terms and conditions that were approved last year except the available minutes included increased to 400 and the total quantities /dollars have increased for the reasons stated above. Thank you



Montgomery County Commission

GSA-Federal Supply Schedule Purchase Order

Date:	April 4, 2011
Vendor:	Verizon Wireless
Address:	7600 Montpelier Road Laurel, MD 20723
Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	678-339-7752
Authorized By:	Signature of Authorized Official: _____ Printed or typed name: <u>Elton N. Dean, Sr.</u> Printed or typed title: <u>Chairman</u>
Contact Information:	Email address: <u>rosepyron@mc-ala.org</u> Phone number: 334-832-1306 FAX number: 334-832-1695
Billing Information:	<u>Montgomery County Commission</u> <u>ATTN:Rose Pyron</u> <u>PO Box 1667</u> <u>Montgomery, AL 36102-1667</u> _____
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 275 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): various Equipment: various
Term:	April 13, 2011 for 12 months through 2012 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 275 Lines (Estimated) \$15,000 Equipment charge(s) on 275 Lines (Estimates) \$0 Total Access and Equipment Fees on 275 lines (Estimate) \$180,000 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and or accessories are "Open Market" items.Variou
Miscellaneous:	Specify Phones, Delivery, Etc.: Add spoc: Lou Ialacci, louialacci@mc-ala.org, 334-832-1305 and Rose Pyron, rosepyron@mc-ala.org, 334-832-1306
Customer Acceptance:	Signature: _____ Date: _____

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

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

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

Date: March 29, 2011

Sales Representative: Rachel Sirico
Government Account Executive
334-750-0225
Rachel.Sirico@VerizonWireless.com

Customer: Montgomery County Commission
Elton N. Dean, Sr. – Chairman
PO Box 1667
Montgomery, AL 36102-1667

Response to Request for Quotation includes:

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

Call More People. Use Zero Minutes.

With Verizon Wireless.
America's Largest Mobile to Mobile Calling Family.
Now over 80 Million Strong!

NOTE: This quotation is valid for ninety (90) days from March 29, 2011 (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.



1.0 Service and Equipment Quotes

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

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

Equipment (Open Market)

The prices of equipment in the attached Government Equipment Matrix have been discounted and are in effect through 06/30/11 for new cellular service activations and eligible equipment upgrades. None of the listed equipment are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders). Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

Cellular Accessories (Open Market)

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

2.0 Service Rate Plans

Activation Fees and Early Termination Fees are waived for Government Subscribers

a. Voice Service Pricing Plans

America's Choice SM for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY	
The America's Choice for Business Flat Rate Calling Plan is not eligible for monthly access fee discounts	
Standard Monthly Access Fee	\$11.99
Home Airtime Minutes	0
Per Minute Rate	\$0.25
Verizon Wireless Long Distance Rate[†]	Included
Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network and select preferred roaming carriers. See America's Choice Calling Plan Map for details. [†] Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Long distance charges will apply when making or receiving calls outside the United States. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. ^{††} Roaming and toll charges may apply when making and receiving calls from off the America's Choice home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. NOTE: Push to Talk Feature cannot be added to Flat Rate Plan.	

America's Choice SM for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
Discounted Monthly Access Fee	\$27.99	\$40.99	\$52.99
Anytime Minutes	300 400	600	1000
Friends & Family for Government*	NA	Up to 10 Numbers for Entire Account, Not Per User	
Overage Rate	\$0.25 per minute		
Nights and Weekends Minutes [†]	Unlimited		
Mobile to Mobile Minutes ^{††}	Unlimited		
Shared Minute Option	\$2.00 (monthly access per subscriber in addition to standard monthly access fee)		
Unlimited Push to Talk	\$5.00 (monthly access per subscriber in addition to discounted monthly access fee)		
Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for the Federal Government Calling Plan Map for details. [†] Nights and Weekends terms and conditions apply ^{††} Mobile to Mobile minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time. *Friends & Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.			

America's Choice SM for the Federal Government Plan: GSA-FSS SUBSCRIBERS ONLY					
The America's Choice for Business Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.					
Standard Monthly Access Fee	\$32.39	\$48.59	\$64.79	\$80.99	\$121.49
Anytime Minutes	450	900	1350	2000	4000
Overage Rate	\$0.25 per minute				
Subscribers may choose one of the following two options*					
Option 1	Unlimited Nights and Weekends & Mobile to Mobile option*				
Nights and Weekends Minutes [†]	Unlimited				
Mobile to Mobile Minutes ^{††}	Unlimited				
Option 2	Additional Anytime Minutes & Unlimited Mobile to Mobile option*				
Additional Anytime Minutes	100 (550 total)	200 (1100 total)	300 (1650 total)	500 (2500 total)	1000 (5000 total)
Mobile to Mobile Minutes ^{††}	Unlimited				
*Subscriber may choose only one of the two option packages above.					
Additional Optional Features					
Share Option	\$4.05 (monthly access per subscriber in addition to standard monthly access fee)				
Unlimited Push to Talk	\$5.00 (monthly access per subscriber in addition to discounted monthly access fee)				

America's Choice SM for the Federal Government Share Plan: GSA-FSS SUBSCRIBERS ONLY	
Standard Monthly Access Fee	\$28.34**
Anytime Minutes	200
Overage Rate	\$0.25 per minute
Nights and Weekends Minutes [†]	Unlimited
Mobile to Mobile Minutes ^{††}	Unlimited
Share Option (Non-National)	Included
Unlimited Push to Talk	\$5.00 (per subscriber in addition to discounted monthly access fee)

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. [†]Nights and Weekends terms and conditions apply ^{††}Mobile to Mobile minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. **Share Option:** Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option. **Non-National Sharing:** Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing.

****The America's Choice for Business 200 Share plan is only available as a Non-National Share plan. Push to Talk:** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.

Push to Talk Unlimited Calling Plan: GSA-FSS SUBSCRIBERS ONLY	
A discount has been applied and this plan is not eligible for any further discounts.	
Monthly Access Fee	\$19.99 (Unlimited One to One and Group Calling)
Regular Cellular Voice Allowance [†]	N/A
Push to Talk: Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers, and only from the National Enhanced Services Rate and Coverage Areas. For optimal Push to Talk performance, all callers on a Push to Talk session must have an EV-DO Rev. A capable device and be receiving EV-DO service. A Push to Talk call is terminated by pressing END or will automatically time out after ten (10) seconds of inactivity. While you are on a Push to Talk call, voice calls received will go directly to Voice Mail. When you are on a voice call, you cannot receive a Push to Talk call. You cannot prevent others who have your wireless phone number from entering you into their Push to Talk contact list. Only one person can speak at a time during Push to Talk calls. When using your phone keypad to make a Push to Talk call, you must enter the ten-digit phone number of the called party. Presence information may not be available for all Push to Talk contacts. The timeliness of presence information may be impacted by the network registration status of a Push to Talk contact. Your Push to Talk service cannot be used for any applications that tether your phone to computers or other devices for any purpose. Push to Talk-capable phone and feature required. Push to Talk subscribers cannot use Push to Talk or other data products and services (i.e. Picture Messaging, Mobile Web, Get It Now, Mobile Broadband Connect, etc) while roaming on other carriers' networks at this time.	

Voice and Data Choice Bundles for the Federal Government: GSA-FSS SUBSCRIBERS ONLY			
The calling plans detailed below reflect the monthly access fee discount. No additional discounts apply.			
	Federal Government 300 Bundle Plan	Federal Government 600 Bundle Plan	Federal Government 1000 Bundle Plan
Discounted Monthly Access Fee	\$47.99	\$60.99	\$72.99
Anytime Minutes	300 400	600	1000
Overage Rate	\$0.25 per minute		
Domestic MB Allowance	Unlimited		
Nights and Weekends Minutes†	Unlimited		
Mobile to Mobile Minutes††	Unlimited		
Friends & Family for Government*	Up to 10 Numbers for Entire Account, Not Per User		
Domestic Text Messages	Unlimited		
NationalAccess Roaming	\$0.002 per Kilobyte		
Shared Minute Option	\$2.00 (monthly access per subscriber in addition to standard monthly access fee)		
Global Email Unlimited MB Allowance	\$16.00 (monthly access per subscriber in addition to standard monthly access fee)		
Note: See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. †Nights and Weekends terms and conditions apply. ††Mobile to Mobile terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico. Share Option: Sharing is available only among Government Subscribers choosing the Share Option. Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. (Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers). International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days. *Friends & Family for Government eligibility varies on selected calling plan and requires billing through the Verizon Wireless online billing portal MyBusiness.			

Voice and Data Choice Bundles for the Federal Government: GSA-FSS SUBSCRIBERS ONLY			
Voice and Data Choice Bundles for Business combine an America's Choice for Business plan with unlimited data feature at a discounted price. Voice and Data Bundles for Business are eligible for monthly access fee discounts. A 19% discount has already been applied and is not eligible for any further discount.			
	Core Choice for Business	Extra Choice for Business	Max Choice for Business
Standard Monthly Access Fee	\$64.39	\$88.79	\$137.49
Anytime Minutes	450	1350	4000
Overage Rate	\$0.25 per minute		
Data Allowance (NationalAccess)	Unlimited		
NationalAccess Roaming	\$0.002 per minute		
Subscribers may choose one of the following two options*			
Option 1(No Additional Charge)	Unlimited Nights and Weekends & Mobile to Mobile option*		
Nights and Weekends Minutes†	Unlimited		
Mobile to Mobile Minutes††	Unlimited		
Option 2(No Additional Charge)	Additional Anytime Minutes & Unlimited Mobile to Mobile option*		
Additional Anytime Minutes	100 (550 total)	300 (1650 total)	1000 (5000 total)
Mobile to Mobile Minutes††	Unlimited		
Additional Optional Features			
Share Option**	\$4.05 (monthly access per subscriber in addition to standard monthly access fee)		
Note: See America's Choice Calling Plan Map for coverage details. Customers selecting Bundles will see two monthly access charges on their bill (one voice, one data). *Subscriber may choose only one of the two option packages above. †Nights and Weekends terms and conditions apply ††Mobile to Mobile terms and conditions apply. **Share Plan terms and conditions apply. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.			
Share Option: Sharing is available only among Corporate Subscribers choosing the Share Option. Customer must maintain a minimum of five (5) Corporate Subscriber lines, all choosing the America's Choice for Business Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers (Cross billing system sharing requires, online invoicing or reporting, and a minimum of one hundred (100) Corporate Subscribers choosing the Share Option). Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (Geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. (Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers). International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable retail consumer pricing or corporate pricing. Calling plan changes may not take effect until the billing cycle following the change request. Some sharing accounts require set up that may take thirty (30) to sixty (60) days.			

b. Wireless Data Service Pricing Plans

NationalAccess/Mobile Broadband Calling Plans: GSA-FSS SUBSCRIBERS ONLY			
A discount has been applied and this plan is not eligible for any further discounts			
	Mobile Broadband		
Discounted Monthly Access Fee	\$42.99		
Optional Feature Access Fee	N/A		
Domestic MB Allowance	Unlimited		
Overage Rate Per KB	n/a		
National-Access Roaming	\$0.002 per Kilobyte		
Home Airtime/Min. Rate	\$0.25		
Roaming Airtime/Min. Rate†	\$0.69		
Domestic Long Distance¹	Included		
BlackBerry/PDA Calling Plans: GSA-FSS SUBSCRIBERS ONLY			
A discount has been applied and this plan is not eligible for any further discounts.			
	BlackBerry/PDA Calling Plan		
Discounted Monthly Access Fee	\$34.99		
Domestic MB Allowance	Unlimited		
Home Airtime/Min. Rate	\$0.12		
Mobile to Mobile Calling	Unlimited		
Domestic Text Messages	Unlimited		
Domestic Long Distance¹	Included		
Overage Rate Per KB	n/a		
National-Access Roaming	\$0.002 per Kilobyte		
Global Email Unlimited MB Allowance	\$16.00		
(monthly access per subscriber in addition to standard monthly access fee)			
NOTE: Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. †Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. †Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. ††Long distance charges will apply when making or receiving calls outside the United States.			
Mobile Broadband Connect Feature Plans (for Internet browsing, email, or intranet access)			
Discount has already been applied as indicated herein and is not eligible for any further discount.			
	Optional Feature Access Fee	MB Allowance	National Access Roaming
For Voice & Unlimited VZEmail Optional Feature Subscribers	\$10.00	Unlimited	\$0.002 per Kilobyte
Notes: Mobile Broadband Connect is currently available on select voice and data devices, and provides NationalAccess/Mobile Broadband service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/ or a software update may be required. Bluetooth® is not supported with Mobile Broadband Connect. The LG 9800 is not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or \$0.25 per minute.			

NationalAccess/Mobile Broadband Calling Plans: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY				
BroadbandAccess/NationalAccess Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.				
	PDA/Smartphone		BlackBerry™ Solution	
Monthly Access Fee	n/a	\$29.99	n/a	\$29.99
Optional Feature Access Fee	\$35.99	\$24.99	\$35.99	\$24.99
MB Allowance	Unlimited	10 MB	Unlimited	10 MB
Overage Rate Per KB	n/a	\$0.005	n/a	\$0.005
National-Access Roaming	\$0.002 per Kilobyte			
Home Airtime/Min. Rate	\$0.25			
Roaming Airtime/Min. Rate†	\$0.69			
Domestic Long Distance¹	Included			
Broadband Internet Access Service for select BlackBerry/PDA Devices (modem cable required)				
Monthly Access Fee	\$24.00 when added to an Unlimited BlackBerry/PDA Data Plan without a Voice Plan.			
Monthly Access Fee	\$47.99 when added to a Voice Calling Plan that does not include a data allowance.			

NOTE: Subject to the NationalAccess/Mobile Broadband terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. †Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. †Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. †††Long distance charges will apply when making or receiving calls outside the United States.

3.0 Calling Features

Calling features put your wireless phone to work for you. And with all the calling features Verizon Wireless offers, you can use your wireless phone to do a lot more than talk. All of our calling plans-national, regional or local – offer you the value and convenience of these included services for no additional monthly access charge. These features may depend upon phone compatibility and digital service and may not be available in all areas.

Calling Plan Features are not eligible for any discounts

VERIZON WIRELESS CALLING PLAN FEATURES: GSA-FSS SUBSCRIBERS ONLY

Included Features (no additional monthly fee)	Call Waiting*, Call Forwarding, Three Way Calling*, No Answer/Busy Transfer, Caller ID**, Basic Voice Mail with Message Waiting Indicator***, Basic Mobile Messenger††, and 411 ConnectSM† (Airtime and other charges may apply.)
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The following features may be added to calling plans as identified below.

Unless indicated, fees are per month in addition to the calling plan monthly access fee and no further discounts apply.

TXT Messaging & Enhanced TXT Messaging³	\$2.99 (100 TXT msgs. included)	\$4.99 (250 TXT msgs. included)	\$7.99 (600 TXT msgs. included)	\$10.00 (Unlimited TXT msgs. included)
	\$0.02 per additional inbound message / \$0.10 per additional outbound message per address			

Enhanced TXT Downloads³	\$0.99 per Monophonic Ringtones and Graphic (black and white) TXT Download	\$1.99 per Polyphonic EMS Ringtones and Graphic (color) TXT Download
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Get Pix - Picture Messaging⁴	\$2.99 (20 picture messages included)	\$4.99 (40 picture messages included)
	\$0.25 per additional message	

Mobile Web by VZW with MSN⁵	\$4.99 Note: Mobile Web by VZW with MSN may not be available in all Verizon Wireless Areas. ¹Mobile Web by VZW with MSN is \$4.99 per month with no included text messages per month. Inbound text messages over the included number of messages per month are charged at \$0.02 per message. Outbound messages over the included number of messages per month are charged at \$0.10 per message. Most digital phones are capable of receiving text messages; however, sending messages requires a two-way SMS capable wireless phone. Message allowances may not be shared; unused messages are lost. Microsoft, Hotmail and the MSN logo are either registered trademarks or trademarks of Microsoft Corporation in the U.S. and/or other countries. \$6.95 (100 Included Messages) / \$8.95 (200 Included Messages) / \$12.95 (600 Included Messages)
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Verizon Wireless International Long Distance Value Plan	\$3.99 plus applicable airtime and long distance charges
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GSM International Roaming⁶ Global Phone	Zone 1 Countries	\$0.69/ minute
	Zone 2 Countries	\$1.99/ minute

¹Only available on plans with \$39.99 or higher Access Fee, Mobile to Mobile terms and conditions apply. Calling plans with Mobile to Mobile minutes included, do not qualify for additional Mobile to Mobile minutes in this table. ²Nights and Weekends terms and conditions apply. Calling plans with Nights and Weekend minutes included, do not qualify for additional Nights and Weekend minutes in this table. ³TXT Messaging terms and conditions apply. ⁴Get Pix terms and conditions apply. ⁵Mobile Web terms and conditions apply. ⁶Global Phone terms and conditions apply and requires the Global Phone handset. Please see contact your Verizon Wireless representative for the most current offer.

Verizon Wireless Terms and Conditions

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features

Call Waiting ^{1,6}	Three Way Calling ^{1,6}
Call Forwarding ⁶	No Answer/ Busy Transfer ⁶
Caller ID ^{2,6}	Basic Voice Mail ^{3,6}
411 Connect ^{SM 4,6}	Basic TXT Messaging ⁵

¹Airtime charges apply to all calls simultaneously.

²When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

³Airtime charges apply to message retrieval.

⁴411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

⁵TXT Messaging offered at the prevailing rate, currently \$0.02 per inbound and \$0.10 per outbound message per address. TXT message charges are subject to change.

⁶Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice

calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

***NOTE:** If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TEXT Messaging: TEXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TEXT Messages sent to most SMS handsets will be delivered as multiple TEXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TEXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TEXT Messaging or Enhanced TEXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TEXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TEXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TEXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TEXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TEXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

V Cast VPak: Subscription to V Cast VPak and V Cast capable Equipment required. Subscriber may download or stream video clips in the BroadbandAccess service area and download 3D games in the NationalAccess and BroadbandAccess service areas. Not all video clips are available for download. The V Cast VPak includes unlimited basic video clips, monthly access to Mobile Web 2.0, and unlimited airtime for Get It Now. Premium video clips are available for an extra charge. V Cast Alerts are sent as TEXT Messages and are subject to TEXT Messaging pricing and terms and conditions. V Cast cannot be used for (i) access to the Internet, intranet or other data networks or; (ii) any applications that tether Equipment to laptops, personal computers, or other devices for any purpose. Get It Now and Mobile Web 2.0 terms and conditions apply and can be found at www.verizonwireless.com

Mobile Web: Airtime charges apply when using Mobile Web. Mobile Web Alerts are sent as TEXT Messages and are subject to TEXT Messaging pricing, terms and conditions. Complete terms and conditions for Mobile Web may be found at www.verizonwireless.com

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the terms of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at www.verizonwireless.com.

International Roaming (Global Phone): Availability of calling features and TEXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's

international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is \$0.69 per minute and only in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged \$0.50 for each message sent and \$0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on www.verizonwireless.com. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of \$34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 NetSM or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit www.verizonwireless.com. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We reserve the right to protect our network from harm, which may impact legitimate data flows. We reserve the right to limit throughput or amount of data transferred, and to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more

than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon expiration of Customer Agreement term.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Verizon Wireless reserves the right to remove the Share Option from all Subscribers if the 5 Subscriber minimum is not met at any time. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all

Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

VZEmail Share Plans: Sharing is available only among Government Subscribers to the VZEmail Megabyte Calling Plan choosing the Share Option on PDA, SmartPhone or BlackBerry Devices. VZEmail Sharing is only available for data usage (no voice). Sharing is not available with the 10 MB Optional Feature. Monthly access fee discount does not apply to 10 MB Calling Plan with the Share Option. Each sharing Subscriber's unused KBs will pass to other sharing Subscribers that have exceeded their MB allowance during the same monthly billing period. Customer must maintain a minimum of one hundred (100) Government Subscribers choosing the VZEmail Megabyte Calling Plan Share Option at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable Subscriber to the total KBs needed by all sharing Subscribers. Calling plan changes may not take effect until the billing cycle following the change request. VZEmail sharing accounts require set up that may take thirty (30) to sixty (60) days.

4.0 Regulatory Surcharges and Fees

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) is a percentage of the customer's applicable monthly wireless service charges based upon an assessment rate that changes quarterly. The rate for the quarter beginning – April 1, 2011 is 3.32% of the following items:

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The FUSC on other separately billed interstate and international long distance charges is 14.9%.

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge

The FCC assesses wireless carriers the costs of enforcement, policy and rulemaking. The Regulatory Fee recovers Verizon Wireless' share of these costs, as well as some of the costs of implementing regulatory mandates, such as number portability. The Regulatory Charge is a flat charge of \$0.07 per Mobile Telephone Number (MTN) per month (excluding BroadbandAccess and NationalAccess Plans) and is \$0.02 per mobile number per month for BroadbandAccess and NationalAccess Plans, but is subject to change over time.

Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

The FUSC and Regulatory Charge are included in the "Verizon Wireless Surcharges" section of the bill.

5.0 Coverage Map

Nationwide Wireless Service

Verizon Wireless subscribers have access to one of the largest, most reliable networks in the country, providing coverage to 235 million Americans, in 97 of the top 100 markets. Nationwide, your calls go through.

Nationwide and National Mobile to Mobile Calling

Call more people and use zero minutes with Unlimited Mobile to Mobile Calling to more than 80 million Verizon Wireless customers.



Important Map Information:

This map is not a guarantee of coverage and may contain areas with no service. This map reflects a depiction of predicted and approximate wireless coverage. The coverage areas shown do not guarantee service availability and may include locations with limited or no coverage. Even within a coverage area, there are many factors, including network capacity, your device, terrain, proximity to buildings, foliage, and weather that may impact availability and quality of service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. The Nationwide Rate and Coverage Area includes networks run by other carriers, some of the coverage depicted is based on their information and public sources, and we cannot ensure its accuracy. See verizonwireless.com/coveragelocator for additional coverage information.

Map Key	
	Nationwide Rate and Coverage Area
	No Coverage Area

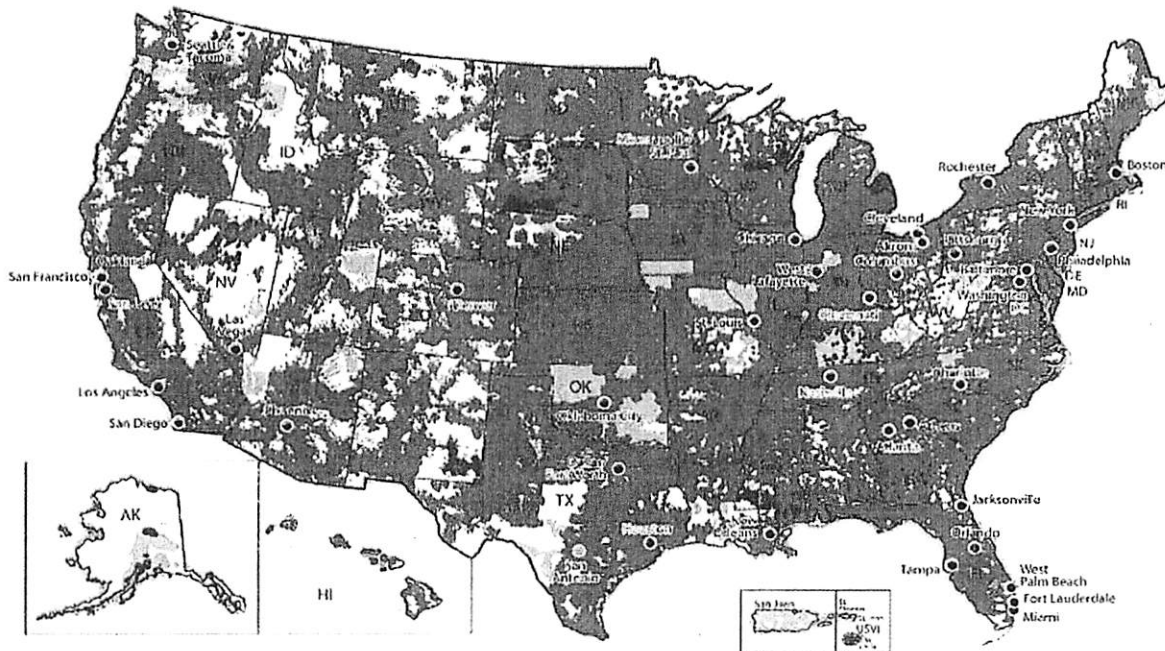
Network details & coverage maps at verizonwireless.com. © 2010 Verizon Wireless

COVERAGE MAP



Transmit at the next level.

The Most Advanced 4G Network in the World.



4G Markets and 3G Data Coverage Map

Map Key		Enhanced Services			
●	4G Market	3G/4G	1X	3G Ext	1X Ext
■	3G Data Coverage	Mobile Broadband	✓	✓	✓
■	1X Data Coverage	National Access	✓	✓	✓
■	Extended 3G Data Coverage	V CAST - Video/Music	✓	✓	✓
■	Extended 1X Data Coverage	Email/Web/Messaging	✓	✓	✓
■	Data Coverage Not Available	VZ Navigator/Family Locator	✓	✓	✓
		Push to Talk	✓	✓	✓
		BlackBerry® Push to Talk	✓	✓	✓
		Prepaid Data	✓	✓	✓

Important Map Information:

This map does not guarantee coverage. This map depicts predicted and approximate wireless coverage, and may contain areas with limited or no service. Even within a coverage area, many factors, including network capacity, your device, terrain, proximity to buildings, foliage and weather, may affect availability and quality of service. The Nationwide, Canada, and Mexico Rate and Coverage Areas may include networks run by other carriers; some of the coverage depicted is based on their information and public sources and we cannot guarantee its accuracy. See verizonwireless.com/coverage/locator for additional information.

Handset Banner Information

*Extended Network® or "Roaming": Included Features and Optional Services may not be available.

Network details @ coverage.maps.vzw.com ©2010 Verizon Wireless

6.0 Equipment

The Government Equipment Matrix below reflects the pricing for equipment that is being made available to Government Liabile Subscribers as Open Market items. None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to FAR 8.402(f), should be noted applicably on all procurement documents including but not limited to BPAs, or individual task or delivery orders). The prices of equipment in the attached Equipment Matrix have been discounted and are in effect through 06/30/11 for new cellular service activations and eligible equipment upgrades. Equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing. Verizon Wireless reserves the right to disconnect cellular service in the event a number is disconnected from one wireless device and then reconnected on a new wireless device as a means to circumvent the 10 month upgrade policy.

Data /Air Cards

VZW MiFi 2200-2	VZW USB760	VZW Five Spot (AC30)	VZW190 Global USB Modem	VZW AD3700 Global USB Modem	VZW MiFi 2200 Mobile Hotspot	VZW PC770 2-in-1 PC Card and Express Card	LG VL600 4G USB Modem	Pantech UML290 4G USB Modem
\$0	\$0	\$0	\$0	\$29.99	\$49.99	\$49.99	\$49.99	\$49.99

Cellular Phones

Samsung SCH-u350 (While Supplies Last)	VZW Escapade*	Samsung Haven SCH-u320	Samsung Gusto SCH-u360	Verizon Wireless CDM 8975	LG Accolade VX5600	LG Cosmos VN250
\$0	\$0	\$0	\$0	\$0	\$9.99	\$29.99
LG Cosmos Touch VN270	Pantech Jest (TXT8040VW)	Samsung Intensity II SCH-u460	Samsung Zeal SCH- U750	Samsung Alias 2 U750		
\$49.99	\$69.99	\$69.99	\$79.99	\$129.99		

*Available only on America's Choice 200 / 400 / 600 /1000 minute rate plans.

Push To Talk Cellular Phones

Samsung Convoy SCH-u640*	Casio G'zOne Rock C731*	Motorola Barrage V860*	Casio G'zOne Ravine C751	Casio G'zOne Brigade C741*
\$0	\$49.99	\$79.99	\$129.99	\$149.99

*Available only on America's Choice 200/ 400 / 600 /1000 minute rate plans.

BlackBerries

Rim BlackBerry Curve 3G 9330	RIM BlackBerry Tour 9630 (While Supplies Last)	RIM BlackBerry Bold 9650	RIM - BlackBerry Bold 9650 – Smartphone 6.0	RIM BlackBerry Storm 2 9550
\$29.99	\$54.99	\$99.99	\$149.99	\$199.99

PDA/Smartphone

HTC Ozone XV 6175	Samsung Saga (i770)	HTC Touch Diamond (XV6950) (While Supplies Last)	Motorola Citrus WX445	Samsung Omnia SCH-i910 (While Supplies Last)	HTC Imagio XV6975	Samsung Omnia II SCH-I920	LG Vortex VS660	Motorola Devour A555
\$0	\$29.99	\$29.99	\$29.99	\$49.99	\$49.99	\$49.99	\$79.99	\$79.99
LG Ally VS740	HTC Droid Eris (ADR6200)	Palm Pixi Plus	Samsung Continuum SCH-I400	Motorola Droid (A855)	HTC Droid Incredible (ADR6300)	Motorola Droid R2D2 A957	LG Fathom VS750	Palm Pre 2
\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$99.99	\$104.99
Motorola Droid 2 (A955)	Palm Pre Plus	Motorola Droid X (MB810)	Motorola Droid Pro XT610	Samsung Fascinate SCH-I500	Motorola Droid 2 Global A956	HTC ThunderBolt ADR6400		
\$149.99	\$149.99	\$149.99	\$179.99	\$199.99	\$199.99	\$199.99		

Government Liability Accounts Only!

All products or service names are property of their respective owners. © 2011 Verizon Wireless (032511)

APR 25 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: April 18, 2011

RE: Bid No. 52110-10B-031, Installation of Canopy, Fence and
Concrete at the K-9 Facilities

Request approval of final payment on the above referenced project to MECO Montgomery in the amount of \$25,771.00 be placed on the agenda for the County Commission meeting on April 25, 2011. (Invoice #10048CANINE/2 attached)

Coordination of payment made with Mr. Tommy Lawrence of TCU Consulting.

Attachment

MCC K-9 Kennel**Transmittal - Workflow : 43**

Subject: Fuel Delivery System
Author: Thomas L. (Tommy) Lawrence **Held By:** Thomas L. (Tommy) Lawrence
Date Created: 04.15.2011 03:03pm **Date Due:** 04.15.2011 02:00pm

To: Montgomery County Commission
Address: Hand Deliver
Attention: John Mitchell

We are sending: Application for Payment, Other
If Other: Application for payment and manual for pump, etc.
Submitted for: Approval, Payment
Sent Via: Attached
Status: Pending
Remarks: John I have reviewed the attached document and recommend that it be placed in line for payment. The manual should already be in Paul St. John's hands but here is an additional copy.
Signed: Thomas L. Lawrence

Form Created 04.15.2011 03:03pm **To:** Thomas L. (Tommy) Lawrence
CC: Members

MECO Montgomery
2808 Day St.
Montgomery AL 36108

Order	10048 CANINE/2
Date	2/18/2011
Page	1

Fax: (334) 264-5415 Ext. 0000
Phone: (334) 263-5502 Ext. 0000

Bill To:

MONTGOMERY CO COMMISSION
P.O. BOX 1667
MONTGOMERY AL 36192

Ship To:

MONTGOMERY CO COMMISSION
Sheriff Canine Facility
Snowdown AL

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		MGM0200	SONNY		Net 30	2/18/2011	36,576
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	CANOPY-MATERIALS	ALPHA CANOPY MATERIALS	\$0.00	\$9,869.80	\$9,869.80
1	0	1	MISC NONTAXABLE	ELECTRICAL	\$0.00	\$1,500.00	\$1,500.00
1	0	1	MISC TAXABLE MATERI	FENCE W/GATE	\$0.00	\$2,281.20	\$2,281.20
1.00	0.00	1.00	LABOR	MECO LABOR	\$0.00	\$12,120.00	\$12,120.00

OK
2/21/11
4-15-11

Subtotal	\$25,771.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$25,771.00
Amt Received	\$0.00
Balance Due	\$25,771.00

8-3

APR 25 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

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

DATE: April 18, 2011

RE: Bid No. 52110-10B-026, Fuel Pumps at
K-9 Facility

Request approval of final payment on the above referenced project to MECO Montgomery in the amount of \$48,719.00 be placed on the agenda for the County Commission meeting on April 25, 2011. (Invoice #86418 attached)

Coordination of payment made with Mr. Tommy Lawrence of TCU Consulting.

Attachment

MCC K-9 Kennel**Transmittal - Workflow : 41**

Subject: Fuel tank and system
Author: Thomas L. (Tommy) Lawrence **Held By:** Thomas L. (Tommy) Lawrence
Date Created: 03.22.2011 05:07pm **Date Due:** 03.18.2011 05:00pm

To: Montgomery County Commission
Address: Hand Deliver
Montgomery, AL
Attention: John Mitchell

We are sending: Application for Payment
Submitted for: Approval, Payment
Sent Via: Attached
Copies: 1
Status: Pending
Remarks: John attached is the invoice for MECO on the fuel tank and fuel delivery system at the K9 Facility. I have done the final inspection on the project. We are still holding his funds on the concrete apron, etc. until we receive the close out documentation requested and the punch list is finished.
Attachment: MECO Invoice
Signed: Thomas L. Lawrence

Form Created 03.22.2011 05:07pm **To:** Thomas L. (Tommy) Lawrence
CC: Members

MECO Montgomery
2808 Day St.
Montgomery AL 36108

Fax: (334) 264-5415 Ext. 0000
Phone: (334) 263-5502 Ext. 0000

Invoice	86418
Date	2/25/2011
Page	1

Remit to: P.O. BOX 9387
MONTGOMERY, AL 36108

Bill To:

MONTGOMERY CO COMMISSION
P.O. BOX 1667
MONTGOMERY AL 36192

Ship To:

MONTGOMERY CO COMMISSION
Sheriff Canine Facility
Snowdown AL

Purchase Order No.		Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
		MGM0200	SONNY		DUE ON RECEIPT	2/21/2011	35,963
Ordered	Shipped	B/O	Item Number	Description	Discount	Unit Price	Ext. Price
1	1	0	MISC NONTAXABLE	Above Ground Tank As quoted, complete with piping, valves, fittings, submerged pumps, vents, etc.	\$0.00	\$19,074.33	\$19,074.33
1	1	0	NEW AST TANK D325017/26500	FIREGUARD 4000 GALLON 1	\$0.00	\$0.00	\$0.00
1	1	0	MISC NONTAXABLE	Sumps, Product lines, fittings & accesso	\$0.00	\$900.00	\$900.00
1	1	0	MISC NONTAXABLE	Impact Valves, Island Forms & Bollards	\$0.00	\$1,822.34	\$1,822.34
1	1	0	MISC NONTAXABLE	Petrovend FSC3000	\$0.00	\$10,814.00	\$10,814.00
1	1	0	20-8042 1561706	OPWF SYSTEM2 FUEL SITE CONTROLLE 1	\$0.00	\$0.00	\$0.00
1	1	0	S04141.0	OPWF MILEAGE REASONABILITY CHIPKI	\$0.00	\$0.00	\$0.00
1	1	0	20-6126-ML2	OPWF MEMORY CHIP LEVEL 2	\$0.00	\$0.00	\$0.00
1	1	0	20-1478	OPWF PC INTERFACE CABLE	\$0.00	\$0.00	\$0.00
1	1	0	20-7052	OPWF 9600 BAUD DIAL-IN MODEM	\$0.00	\$0.00	\$0.00
1	1	0	K800-HFIT-4	OPWF HYBRID FUEL ISLAND TERMINAL	\$0.00	\$0.00	\$0.00
1	1	0	20-4124	OPWF WEATHERSHIELD	\$0.00	\$0.00	\$0.00
1	1	0	20-4120	OPWF CHIP KEY	\$0.00	\$0.00	\$0.00
1	1	0	54-1020-C	OPWF PHOENIX AFC DURAKEY OR CARI	\$0.00	\$0.00	\$0.00
1	1	0	MISC NONTAXABLE	Gasboy Fleet Dispenser	\$0.00	\$2,914.33	\$2,914.33
1.00	1.00	0.00	INSTALLATION	Installation Installation labor and concrete work As quoted	\$0.00	\$9,235.00	\$9,235.00
1.00	1.00	0.00	INSTALLATION	Installation	\$0.00	\$3,959.00	\$3,959.00
1	1	0	S08521	OPWF HYBRID SOFTWARE	\$0.00	\$0.00	\$0.00

9-3

Returns subject to 20% restocking fee
Past due invoices are charged a
monthly finance charge of
1.5% (18% APR)

Subtotal	\$48,719.00
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$48,719.00
Amt Received	\$0.00
Balance Due	\$48,719.00

APR 25 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 16

DEPARTMENT: County Comm Appropriati REVIEWED: S. Thomas 4/20/2011
 DATE: 4/20/2011 Finance Director Date
 REQUESTED BY: Donald L. Mims APPROVED: _____
 Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Montgomery Area Chamber of Commerce	001-59320-483	331,000	35,000	366,000
In-house Miscellaneous Appropriations	001-59310.499	8,100	-8,100	0
Fund Balance	001.35900		-26,900	0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		339,100	0	366,000

JUSTIFICATION:

To provide funding for tourism development regarding the 2011 Buckmaster Expo.

APR 25 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION BUDGET CHANGE REQUEST

REQUEST NUMBER 18

DEPARTMENT: County Comm Appropriatio REVIEWED: S. Thomas 4/20/2011
DATE: 4/20/2011 Finance Director Date
REQUESTED BY: Donald L. Mims APPROVED: _____
Elected Official/Dept. Head Administrator Date

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	INCREASE (DECREASE)	REVISED BUDGET
Youth Facility Building repairs	206-52602.231	0	4,500	4,500
Fund Balance	206.35900	0	-4,500	-4,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
TOTAL		0	0	0

JUSTIFICATION:

Budget for repairs at the Youth Facility.

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

April 5, 2011

MEMORANDUM

TO: Montgomery County Commission

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

RE: Quotes for Youth Facility

Attached is a memo from Bruce Howell, Court Administrator, Montgomery County Youth Facility, regarding repairs needed at the Facility. Judge Kelly has expressed safety concerns because of uncovered glass doors. After discussion with Bruce Howell, it was determined that we need to place blinds over doors in the courtroom and replace her entry door with a solid door.

Also, the modular buildings that house the administration staff for the Youth Facility and District Attorney's Office were settling which caused the doors to become uneven. It was necessary to have someone raise the modular units and level the buildings. The total approximate cost for all projects is \$4,500.

This item will be discussed during the working session of the April 11, 2011 Commission meeting.

JAM/rw

Attachments

D.T. MARSHALL, SHERIFF



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

April 1, 2011

Agenda

APR 25 2011

MEMORANDUM

TO : Mr. Donnie Mims
County Administrator

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

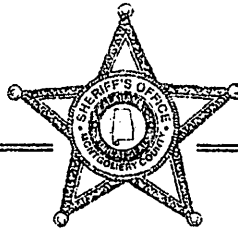
SUBJECT : Account Clerk Position

Please find attached a memorandum from Captain Gayle Atchison concerning the retirement of the Sheriff's Office Account Clerk Carolyn Gardner.

Ms. Gardner has submitted her notice of retirement effective May 1, 2011. Per Captain Atchison's memorandum, the Account Clerk is responsible for all the money that goes through the Civil Division. It is important that we hire a person to fill this position by May 1, 2011.

Please present this request to the County Commission for their consideration.

DTM/tb



D.T. MARSHALL, SHERIFF

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

March 30, 2011

MEMORANDUM

TO : Sheriff D. T. Marshall

FROM : Captain Gayle Atchison *GA*

SUBJECT : Account Clerk Position

As you are aware, Account Clerk Carolyn Gardner has announced her retirement effective May 1, 2011. Although Montgomery County has a hiring freeze in effect, I am requesting an exemption to this freeze.

The Account Clerk position in Legal Services is a unique position. The Account Clerk is responsible for the following functions:

- . Accounting for the cash receipts of the Sheriff's Office (pistol permit sales, executions, criminal background check fees, bingo permits, etc.).
- . Counts cash, checks, money order, etc. and records results. Secures funds until they can be deposited. Reconciles receipts with total deposits. Ensures that deposits are made to appropriate accounts. Communicates with bank staff to resolve problems and discrepancies. Regular bank deposits of cash receipts.
- . Disperses receipted funds at end of month to various courts and agencies.
- . Issues petty cash to deputies when transporting inmates to and from other counties .
- . Presents petty cash vouchers to County Commission for reimbursement to replenish petty cash.
- . Remits bills to State Comptroller for reimbursement for extraditions.
- . Mails notifications to individuals whose pistol permits that are being revoked.
- . Maintains logs of returned NSF checks and mails letters as first step to recovering funds.
- . Maintains accurate records for bi-annual State audit of records.

Assists on front counter when necessary due to absence of pistol permit clerks.

I am attaching a copy of the job description of the Account Clerk.

The Account Clerk is a vital function of the Montgomery County Sheriff's Office. I do not have anyone else in the Sheriff's Office that can take on all the responsibilities of this position as well as continue with their own current duties. Due to the importance of this position and the fact it is audited by the State Examiners, I do not feel that these duties should be divided among several personnel.

I request that you ask the County Commission to allow us to fill this position upon Ms. Gardner's retirement.

A handwritten signature in black ink that reads "Captain Gayle Atchison". The signature is written in a cursive, flowing style.

Captain Gayle Atchison
Legal Service Division

GA/tb

ORIGINAL

POSITION FILL REQUEST

COMPLETED ACTION DATES

DEPARTMENT: Montgomery County Sheriff's Office

DEPARTMENT HEAD: D. T. Marshall, Sheriff

SUPERVISOR: D. Cunningham, Chief Deputy

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

1. Position Title Account Clerk

Position Number 005

Proposed Effective Date April 18, 2011

Type of Appointment (☒) Permanent () Temporary

Recruiting

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

Pay Grade \$24,414 - \$34,753 Grade A03

D T Marshall
Department Head *DM*

Date April 12, 2011

2. Administrative Review

- () Approved
() Disapproved

Funding Authority

3. Certification

Promotional	_____	Candidates
Open-Competitive	_____	Candidates
Transfer	_____	Candidates

Personnel Director

Date _____

4. Selectee:

Appointing Authority

Date _____

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

11-4

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

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

Agenda

APR 25 2011

April 18, 2011

MEMORANDUM

TO: Montgomery County Commission

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

SUBJECT: Maintenance Mechanic Position

Paul St. John, Director of Support Services, has submitted a position fill request for a Maintenance Mechanic. There is a critical need for the position to be filled to handle maintenance concerns in the new Detention Facility. With the addition of the new space and the retirement of a mechanic, we are short-staffed. This shortage creates a security risk when maintenance problems occur in the Detention Facility.

This is an approved and fully funded position and Mr. St. John would like to do a promotional register to fill it. With the promotion, the vacated position will not be filled. This will be a \$35,000 cost savings to the County.

This item was discussed during the working session at the April 11, 2011 Commission meeting. I was instructed to place this on the next Agenda for April 24, 2011. Your approval of this position fill request is greatly appreciated.

JAM/rw

Attachments

ORIGINAL

POSITION FILL REQUEST

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

DEPARTMENT: SUPPORT SERVICES

DEPARTMENT HEAD: PAUL ST. JOHN, DIRECTOR

SUPERVISOR: PAT LITCHFIELD, PLANT MAINT. ENGINEER

1. POSITION TITLE 0748 MAINTENANCE MECHANIC

POSITION NUMBER 017

PROPOSED EFFECTIVE DATE MAY 2, 2011

TYPE OF APPOINTMENT (X) PERMANENT () TEMPORARY

RECRUITING

(X) PROMOTIONAL REGISTER () TRANSFER

() OPEN COMPETITIVE REGISTER () RE-EMPLOYMENT

PAY GRADE S0901 \$28,700 Step 1

Pay step to be based upon City and County of Montgomery Personnel Board
Rules and Regulations Rule VI, Section 10(a)-Promotions.


Department Head

DATE 4-11-11

2. ADMINISTRATIVE REVIEW

() APPROVED

() DISAPPROVED

Funding Authority

DATE _____

3. CERTIFICATION

Promotional _____ Candidates

Open-Competitive _____ Candidates

Transfer _____ Candidates

Personnel Director

DATE _____

4. SELECTEE: _____

Appointing Authority

DATE _____

5. () Manpower data entered by _____ Date _____

() Payroll entered by _____ Date _____

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

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www.mc-alab.org

Agenda

APR 25 2011

April 18, 2011

MEMORANDUM

TO: Montgomery County Commission

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

RE: Critical Vacant Revenue Auditor Position

Attached is a letter from Terri Henderson, Revenue Manager, requesting to fill a vacancy in the Tax and Audit Department. This vacancy was created when Ms. Henderson was promoted to Revenue Manager.

This is a critical position in the collection of revenue for the County. Failure to fill the position could result in possible revenue loss to the County. This department collects 42% of the revenue budget for Montgomery County.

This item was discussed during the working session on April 11, 2011. Your approval of this position fill request is appreciated.

JAM/rw

Attachment

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

Tax & Audit Department
P.O. Box 4779
Montgomery, Alabama 36103-4779

ESTABLISHED 1816

Terri A. Henderson, CRE
Revenue Manager

Administrative and Auditing for:
Montgomery County Alabama
Sales & Use Taxes; Lodging Tax;
Gasoline Tax; and Fuel Tax

Telephone (334) 832-1697
FAX (334) 832-1223
Website www.mc-ala.org

MEMORANDUM

DATE: March 28, 2011

TO: John A. Mitchell, Sr.
Deputy Administrator

FROM: Terri A. Henderson, Revenue Manager *Terri A. Henderson*
03/28/11

RE: Critical Vacant Revenue Auditor Position

A critical vacancy was created in the Tax & Audit Department with Terri Henderson's 03/21/2011 promotion to the Revenue Manager position. As a result, I am requesting consideration and approval to have this vacancy be declared as a critical position as it involves the audits and collections of various audit revenue due to Montgomery County. This request is being made in an effort to immediately move forward in working to fill this position which if left vacant will have a significantly negative impact on the audit compliance and enforcement efforts of the Tax & Audit Department. Please discuss this matter with the Montgomery County Commission at your earliest convenience and advise me accordingly. I will prepare a Position Fill Request form at your direction or as otherwise applicable. Thank you in advance for your prompt consideration, action and response to this request.

ORIGINAL

ORIGINAL

POSITION FILL REQUEST

DEPARTMENT: Tax & Audit Department

DEPARTMENT HEAD: Terri Henderson, Revenue Manager

SUPERVISOR: John A. Mitchell, Sr, Deputy Admin.

COMPLETED ACTION DATES

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

1. POSITION TITLE Revenue Auditor C00118

POSITION NUMBER 810118005

PROPOSED EFFECTIVE DATE 04/12/11

TYPE OF APPOINTMENT ☒ PERMANENT ☐ TEMPORARY

RECRUITING

☐ PROMOTIONAL REGISTER

☐ TRANSFER

☒ OPEN COMPETITIVE REGISTER

☐ REEMPLOYMENT

PAY GRADE A07 Step 1 \$38,734.00 Annual

Terri A. Henderson
Department Head

DATE 4/22/11

2. ADMINISTRATIVE REVIEW

☐ APPROVED

☐ DISAPPROVED

Funding Authority _____

3. CERTIFICATION

Promotional

_____ Candidates

Open-Competitive

_____ Candidates

Transfer

_____ Candidates

Date _____

Personnel Director _____

4. SELECTEE: _____

Date _____

Appointing Authority _____

5. ☐ Manpower data entered by _____ Date _____

☐ Payroll entered by _____ Date _____

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 25 2011

Request # 17

Date: April 20, 2011

To: Donald L. Mims, Administrator

From: Sheriff D. T. Marshall

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Nashville, TN

Departure Date: July 25, 2011

Return Date: July 29, 2011

Conference Leave (Days / Hours): 5 days

Purpose of Travel: DARE Training Seminar

Traveler (s) Name: 1. Deputy Kofee Anderson 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$1,600.00 Advance Registration Required: \$425.00

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. 04/25/11 reimbursement of actual and necessary expenses in the
approximate amount of \$1,600.00 and advance registration of \$425.00 is authorized.

<i>To be completed by the Finance Department</i>		
Fund Code:	<u>001-52110.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$20,000.00</u>	
Approved Requests:	<u>\$14,551.03</u>	
Budget Available:	<u>\$5,448.97</u>	
Current Requests:	<u>\$1,600.00</u>	
Budget Balance:	<u>\$3,848.97</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/20/2011

cc: Finance Director / Buyer

14-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

APR 25 2011

Request # 14

Date: April 15, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: May 17, 2011 Return Date: May 18, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: to attend the 2011 Alabama SHRM State Conference

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

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

Total (est.) Cost: \$621.84 Advance Registration Required: \$178.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: 178.00 - Registration Fee; 93.84 - Mileage; 200.00 - Hotel; 150.00 - Meals

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 04/25/11 reimbursement of actual and necessary expenses in the
approximate amount of \$621.84 and advance registration of \$178.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$16,000.00</u>	
Approved Requests:	<u>\$2,759.68</u>	
Budget Available:	<u>\$13,240.32</u>	
Current Requests:	<u>\$621.84</u>	
Budget Balance:	<u>\$12,618.48</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/15/2011

cc: Finance Director / Buyer

14-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

APR 25 2011

Request # 15

Date: April 19, 2011
To: Donald L. Mims, Administrator
From: Scott Kramer, Risk Manager
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Birmingham, AL
Departure Date: April 26, 2011 Return Date: April 26, 2011
Conference Leave (Days / Hours): 1 Day
Purpose of Travel: to attend the Blue Cross Blue Shield Renewal Meeting

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

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

Total (est.) Cost: \$93.84 Advance Registration Required: \$0.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Mileage - 93.84

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 04/25/11 reimbursement of actual and necessary expenses in the
approximate amount of \$93.84 and advance registration of \$0.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>007-51120.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$16,000.00</u>	
Approved Requests:	<u>\$2,759.68</u>	
Budget Available:	<u>\$13,240.32</u>	
Current Requests:	<u>\$715.68</u>	
Budget Balance:	<u>\$12,524.64</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/19/2011

cc: Finance Director / Buyer

14-3

Montgomery County Commission
Travel / Training Request Approval

Agenda

APR 25 2011

Request # 9

Date: April 13, 2011
To: Donald L. Mims, Administrator
From: Paul Brown, Executive Director
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: July 25, 2011 Return Date: July 29, 2011
Conference Leave (Days / Hours): 5 days
Purpose of Travel: To attend the NCTI Facilitator Training

Traveler (s) Name: 1. Tony Ferguson 4. ReBecca Johnson
2. J.R. Hornsby 5. Shonda Grissett
3. Charles Martin 6. Fred Wood

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

Total (est.) Cost: \$4,350.00 Advance Registration Required: \$4,350.00

Department Name: Community Corrections Fund Name: Community Corrections

Additional Comments: _____

To: Paul Brown, Executive Director

From: Donald L. Mims, Administrator

The above request is app. 04/25/11 reimbursement of actual and necessary expenses in the
approximate amount of \$4,350.00 and advance registration of \$4,350.00 is authorized.

To be completed by the Finance Department

Fund Code:	<u>124-52960.265</u>	(ex: 000-00000-000)
Description:	<u>Registration & Training</u>	
Current Budget:	<u>\$15,500.00</u>	
Approved Requests:	<u>\$10,764.00</u>	
Budget Available:	<u>\$4,736.00</u>	
Current Requests:	<u>\$4,350.00</u>	
Budget Balance:	<u>\$386.00</u>	

Donald L. Mims, Administrator



Reviewed by: S. Thomas

Date: 4/15/2011

cc: Finance Director / Buyer

14-4

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda

APR 25 2011

Request # 20

Date: April 6, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Mobile, AL
Departure Date: June 2, 2011 Return Date: June 3, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: To Attend: Anti Bullying Summit 2011

Traveler (s) Name: 1. Sandra Edwards 4. _____
2. _____ 5. _____
3. _____ 6. _____

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

Total (est.) Cost: \$522.00 Advance Registration Required: \$149.00

Department Name: HMFI Fund Name: 762-51264-265

Additional Comments: _____

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

The above request is app. 04/25/11 reimbursement of actual and necessary expenses in the
approximate amount of \$522.00 and advance registration of \$149.00 is authorized.

<i>To be completed by the Finance Department</i>	
Fund Code:	<u>762-51264-265</u> (ex: 000-00000-000)
Description:	<u>Registration & Training</u>
Current Budget:	<u>\$6,000.00</u>
Approved Requests:	<u>\$0.00</u>
Budget Available:	<u>\$6,000.00</u>
Current Requests:	<u>\$522.00</u>
Budget Balance:	<u>\$5,478.00</u>

Donald L. Mims, Administrator



Reviewed by: B. Green

Date: 4/8/2011

cc: Finance Director / Buyer

14-5

Agenda

APR 25 2011

20 APR 9:50
416010

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 Conners 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	4 year term
District Attorney	6 y
All others	3 y