REGULAR MEETING

MONTGOMERY COUNTY COMMISSION

June 13, 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:

Montgomery Area Chamber of Commerce Senior Vice President of Corporate Development Ellen McNair
Mayor Todd Strange
Manager Myles Mayberry, III, with Alabama State University Demographic Research Services
Ms. K.T. Brown
Juvenile Court Administrator Bruce Howell
Chief Deputy Derrick Cunningham

Recess to Formal Session

FORMAL SESSION

Welcome at 9:30 a.m.

Invocation by Vice Chairman Ingram

Pledge of Allegiance Led By Commissioner Polizos

Call of Roll to Establish Quorum

Presentation of the Minutes of the Regular Meeting of May 23, 2011

CONSENT AGENDA:

Consider Approval of Accounts Payable Checks and Payroll Checks

NEW BUSINESS:

1. Consider Resolution Ratifying the Project Agreement (2011 Engine Plant) with Hyundai Motor Manufacturing Alabama, LLC

2. Consider Board Member Reappointment to Montgomery City-County Public Library Board of Trustees, County Commission

3. Consider Contract Agreement, Software License Agreement and Confidentiality and Cooperative Agreement with E-Ring, Inc., Regarding Software for the Montgomery County Property Tax Administration System, Appraisal Department

4. Consider Amendment Number 1 to Contract with Haynes Ambulance for Renewal of Emergency Medical Treatment and Transportation Services (Ambulance Services), County Commission

5. Consider Changes to the Deferred Compensation Plan Administered by Nationwide Retirement Solutions, County Commission

6. Consider Assignment of Home Insurance Claim to Liquidity Solutions, Inc., County Commission

7. Consider Allocation of Office Space in Annex I from the Probate Accounting Office to the Engineering Department, County Commission

8. Consider Allocation of Storage Space in the Courthouse to District Attorney's Office, County Commission

9. Consider Miscellaneous Appropriations Reprogramming Requests, County Commission

10. Consider Bid Award for Inmate Telephone Service, Bid Number 53600-11B-009, Detention Facility

11. Consider Budget Change Request Numbers 20 and 21, County Commission Appropriations

12. Consider Position Fill Request for Customer Service Clerk, Probate Judge's Office

13. Consider Travel/Training Requests (6)

Reports from Staff:

County Administrator
Deputy Administrator
County Engineer
County Attorney

Comments from Citizens

Discussion Items by Commissioners

Recess to Information Session

INFORMATION SESSION

Comments from Scheduled Attendees:

Revenue Commissioner Janet Buskey
Scott Pierce with Capell & Howard, P.C.
Community Corrections Executive Director Paul Brown
Assistant Chief Clerk Patrick J. Murphy
Grant Writer Sara Byard with Central Alabama Regional Planning and Development Commission

Reports from Staff:

County Administrator
Deputy Administrator
Manager of Public Affairs

Adjourn

CALENDAR OF EVENTS

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.
JULY 4, 2011	County Holiday (Independence Day)
JULY 11, 2011	Regular County Commission Meeting 8:00 a.m. - Information Session 9:30 a.m. - Formal Session After Conclusion of the Formal Session, an Information Session will be conducted until 12:00 Noon.
JULY 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.
AUGUST 8, 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.
AUGUST 22, 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 Maintenance Mechanic – Support Services Department
Fill action continues for 1 Revenue Auditor – Tax & Audit 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 1 Dept. District Attorney Level 1 – District Attorney's Child Support Unit
Fill action continues for 1 Pre-Trial Director – District Attorney Pre-Trial
Fill action continues for 4 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 Typist II – 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 Account Clerk – 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
Fill action continues for 1 Juvenile Detention Officer – Youth Facility

June 13, 2011

Agenda

JUN 1 3 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-20-11

Check Number	To	Check Number
217079		217098
Total Checks Paid		$130,593.65

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

Agenda

JUN 1 3 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-20-11

Check Number	To	Check Number
217099		217116
Total Checks Paid		$219,085.54

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

Agenda
JUN 13 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-27-11

Check Number	To	Check Number
217117		217248
Total Checks Paid		$601,786.45

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

Agenda

JUN 13 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 05-27-11

Check Number	To	Check Number
217249		217339
Total Checks Paid		$542,676.22

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

Agenda

JUN 13 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 06-03-11

Check Number	To	Check Number
217341		217432
Total Checks Paid		$615,076.27

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

Agenda

JUN 13 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 06-10-11

Check Number	To	Check Number
217433		217566
Total Checks Paid		$398,497.41

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

Agenda

JUN 13 2011

06-13-11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING ACCOUNTS PAYABLE WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 06-10-11

Check Number	To	Check Number
217567		217592
Total Checks Paid		$6,451.44

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

Agenda

JUN 13 2011

06/13/11 Meeting

MONTGOMERY COUNTY COMMISSION

THE FOLLOWING TRANSACTIONS WERE AUDITED AND ORDERED PAID

CHECKS ARE DATED 06/03/11

Payroll Check Number	108523	To	Payroll Check Number	108657	$ 103,063.51
Direct Deposits					$ 784,454.97
Payroll Check Number	108658	To	Payroll Check Number	108686	$ 272,399.62
Direct Deposits					$ 321,272.64
Federal Deposits					$ 297,765.66
Total Payroll Paid					$ 1,778,956.40

CHECK #	PAYEE	AMOUNT	DATE
108522	Keven L Davenport	$1,017.70	05/20/11

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

Agenda

JUN 13 2011

RESOLUTION

WHEREAS, Montgomery County ("the County") desires to enter into a Project Agreement (2011 Engine Plant) (the "Project Agreement") with the State of Alabama (the "State"), the City of Montgomery ("the City"), The Industrial Development Board of the City of Montgomery ("IDB"), and Hyundai Motor Manufacturing Alabama, LLC ("Hyundai"), a limited liability company organized under the laws of the State of Delaware that is qualified to do business in Alabama, for the purpose of expanding Hyundai's manufacturing facility in Montgomery County by expanding, modifying, renovating and re-equipping the engine plant in the Original Facility for the manufacture of 300,000 engines annually and placement of such engines in Hyundai and, possibly, KIA brand vehicles and all necessary improvements related thereto ("Expanded Facility");

WHEREAS, Hyundai has constructed and is operating a state-of-the-art facility engaged in the manufacturing and assembly of Hyundai motor vehicles ("Original Facility") in Montgomery, Alabama, pursuant to a Project Agreement between these same parties dated April 15, 2002 (the "Original Project Agreement");

WHEREAS, the Commission has determined that it is in the best interest of the County and its residents for the County to continue its partnership with the State, the City, the IDB, and Hyundai to facilitate the expansion of Hyundai's manufacturing facility in Montgomery County to further develop this economic and industrial development project in Montgomery County, which has provided significant benefits to the County since the construction of the Original Facility;

WHEREAS, under the Project Agreement the grant of public funds from the County will be used to reimburse Hyundai for Hyundai's actual expenditures incurred in connection with the Expanded Facility including, but not limited to, (i) costs related to site preparation, (ii) costs of renovation and reequipping and (iii) other related capital expenditures as are necessary for such expansion;

WHEREAS, the Commission believes that Expanded Facility and the additional improvements related thereto will have at least the following public benefits to the County: (1) promote and continue economic and industrial development within the County, (2) create additional jobs, (3) increase median wage rates, (4) expand the tax base, and (5) otherwise promote the health, welfare and prosperity of the citizens of the County by causing additional industry to locate here.

WHEREAS, under the Project Agreement, the County specifically will receive significant benefit from: (1) Hyundai's commitment that, when complete, the Expanded Facility will employ at least 214 additional Full-Time Employees; (2) Hyundai's commitment to maintain certain employment levels at specified wage rates for specified periods of time for employees of the Expanded Facility; and (3) Hyundai's agreement to repay or return certain amounts if such target levels of employment are not met or if other conditions contained in the Project Agreement are not met; and

WHEREAS, the County has given proper legal notice of the Montgomery County Commission's intent to consider and ratify the Project Agreement at this regularly scheduled meeting of the Commission in accordance with Amendment 713 of the Alabama Constitution by publishing said legal notice in the Montgomery Advertiser on June 6, 2011; and

NOW, THEREFORE, BE IT RESOLVED, by the Montgomery County Commission on this 13th day of June 2011, as follows:

1. That the incentives and other agreements of the County contained in the Project Agreement and the use and expenditure of public funds for the purpose of inducing and locating the Expanded Facility within the territorial limits of Montgomery County in accordance with the Project Agreement will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities (including any benefit to Hyundai), as, among other public purposes, such expenditure of public funds and the construction and location of the Project hereunder will promote economic and industrial development within the territorial limits of Montgomery County, create additional capital investment within Montgomery County, create additional jobs within Montgomery County, expand the wage base within Montgomery County, increase retail sales within Montgomery County, expand the tax base for Montgomery County and otherwise benefit the public and citizens of Montgomery County by expanding the economy thereof and assist in the location of additional businesses within the territorial limits of Montgomery County; and

2. That the Project Agreement in the form attached as Exhibit I to the minutes of the meeting at which this Resolution is hereby adopted and approved as if set forth herein in its entirety, and Chairman is hereby authorized and empowered to enter into, execute, deliver and perform under such Project Agreement; and

3. That the execution and delivery of the Chairman of the Project Agreement is hereby approved, authorized and ratified for and as the act of the Montgomery County Commission, with the execution and delivery thereof being binding on Montgomery County.

APPROVED:

Elton N. Dean, Sr. -- Chairman	Reed Ingram --- Vice Chairman
Ham Wilson, Jr.	Dimitri Polizos
Jiles Williams, Jr.	

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

I, Donald L. Mims, Administrator of Montgomery County, Alabama, do hereby certify that the foregoing is a true and correct copy of a resolution which was duly adopted by the County Commission of Montgomery County, Alabama at its regular meeting held the 13th day of June 2011.

Montgomery County Administrator

Exhibit I

PROJECT AGREEMENT (2011 ENGINE PLANT)

AMONG

THE STATE OF ALABAMA,

CITY OF MONTGOMERY,

MONTGOMERY COUNTY,

AND

HYUNDAI MOTOR MANUFACTURING ALABAMA, LLC

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PROJECT AGREEMENT (2011 ENGINE PLANT)

THIS PROJECT AGREEMENT (2011 ENGINE PLANT) (herein referred to as this "Agreement") is hereby made and entered into on this the _____ day of May, 2011, by and among the State of Alabama (the "State"), the City of Montgomery, a body corporate and politic (the "City"), Montgomery County, Alabama, a body corporate and political subdivision of the State (the "County"), and Hyundai Motor Manufacturing Alabama, LLC, a Delaware limited liability company ("HMMA"). The State, City, County, and HMMA are referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the State, the City, and the County (the "Public Entities") enthusiastically support and encourage business and industrial development within the territorial limits of the City and County; and

WHEREAS, the Public Entities strongly support education and training as an element of business and economic development; and

WHEREAS, HMMA has constructed and is operating a state-of-the-art facility engaged in the manufacturing and assembly of Hyundai motor vehicles ("Original Facility") in Montgomery, Alabama, on the property described on Exhibit "A" (the "Project Site"), pursuant to that certain Project Agreement dated April 15, 2002 (the "Original Project Agreement"), among the Public Entities, The Industrial Development Board of the City of Montgomery (the "IDB"), The Water Works and Sanitary Sewer Board of the City of Montgomery (herein referred to as the "Water Works"), and HMMA, as amended; and

WHEREAS, the Parties hereto and the IDB entered into that certain Project Agreement (Engine Plant) dated March 12, 2007 ("2007 Engine Plant Agreement"), for the expansion of the Original Facility for the purpose of manufacturing engines and other reinforcements for use and placement of such engines in both Hyundai and Kia brand vehicles (such expansion is herein referred to as the "2007 Engine Plant"); and

WHEREAS, HMMA has constructed and is operating the 2007 Engine Plant; and

WHEREAS, HMMA desires to expand the Original Facility (as expanded by the 2007 Engine Plant) for the purpose of expanding, modifying, renovating and re-equipping the engine plant in the Original Facility for the manufacture of 300,000 engines annually and placement of such engines in Hyundai and, possibly, KIA brand vehicles ("2011 Engine Plant Project") in replacement of the original engine plant; and

WHEREAS, at full operation of the 2011 Engine Plant Project, HMMA is reasonably expected to expand employment at the Project Site by at least an additional 214 Full-Time Employees and to produce approximately 300,000 engines annually for HMMA and, possibly,

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KIA Motors Manufacturing Georgia Inc., which 2011 Engine Plant Project will represent an additional investment by HMMA of approximately $173,000,000 at the Project Site; and

WHEREAS, in reliance upon the foregoing representations of HMMA on the scope of the 2011 Engine Plant Project, the Public Entities have determined that it will be in their best interests to have HMMA locate the 2011 Engine Plant Project on the Project Site and in furtherance thereof are tendering to HMMA certain incentives to induce it to construct and operate the 2011 Engine Plant Project at the Project Site on the terms and conditions herein contained; and

WHEREAS, HMMA has determined that it is in its best interests to accept the incentives offered and to locate the 2011 Engine Plant Project at the Project Site and in furtherance thereof to enter into this Project Agreement with the Public Entities; and

WHEREAS, the Public Entities believe it is in the best public interest to enter into this Project Agreement with HMMA.

AGREEMENT

NOW, THEREFORE, upon and in consideration of the foregoing recitals and the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Terms. In addition to the terms defined elsewhere in this Agreement, the terms defined in this Section 1.1 shall have the meanings herein specified for all purposes of this Agreement, applicable to both the singular and plural forms of any of the terms defined herein.

"ADEM" shall have the meaning set forth in Section 2.2.

"ADO" means the Alabama Development Office, an agency of the State.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by or under common control with such Person and shall include, without regard to control, with respect to HMMA Glovis Alabama, L.L.C., and Hyundai Information Service North America, LLC. The term "control" as used in the preceding sentence means, with respect to a corporation, the right to exercise, directly or indirectly 50% or more of the voting rights attributable to the shares of the controlled corporation, or with respect to any Person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person.

"Agreement" means this Project Agreement (2011 Engine Plant).

"**AIDT**" means the Alabama Industrial Development Training, an agency of the State.

"**Benefits**" means all non-wage benefits provided to Full-Time Employees, including workmen's compensation insurance, short-term and long-term disability insurance, personal leave, gift programs, health insurance, 401(k) plan and employee automobile purchase programs. Benefits provided may be reviewed and amended by HMMA and its Affiliates in their sole discretion from time to time.

"**Capital Costs**" means the costs incurred and paid for engineering, Site Preparation, construction, renovation, furnishing and equipping the Project by HMMA which is of a type that is properly chargeable to a capital account (but does not include items such as capitalized interest or similar items). The determination of whether an expenditure is a capital expenditure is made at the time the expenditure is paid with respect to the 2011 Engine Plant Project.

"**Capital Investment Credits**" means the income tax credits set forth in Article 7 of Chapter 18 of Title 40 of the Code of Alabama, as amended (viz Sections 40-18-190 through 40-18-202).

"**City**" means the City of Montgomery, an Alabama body corporate and politic.

"**County**" means Montgomery County, Alabama, a political subdivision.

"**Effective Date**" means the date upon which the last of the following items have occurred: (i) this Agreement has been signed by authorized representatives of each Party hereto, and (ii) the satisfaction of the conditions precedent set forth in Section 6.1.

"**2011 Engine Plant Project**" or "**Project**" shall mean the expansion of the Original Facility (as expanded by the 2007 Engine Plant) consisting of the expansion, renovation, modification and re-equipping of an approximately 360,000 square foot facility for the manufacture and assembling of engines and such other improvements, necessary or related to the foregoing.

"**Engine Plant Project Construction**" means the development, design, engineering, construction, renovation, and equipping of the 2011 Engine Plant Project.

"**Environmental Laws**" means any law, including common law, ordinance, rule, regulation, order, judgment, injunction or decree relating to pollution, Hazardous Substances, health or safety of the public, or environmental protection, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. § 9601, et seq.) ("CERCLA"); the federal Water Pollution Control Act (33 U.S.C. § 125 1, et seq.) ("CWA"); the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.) ("RCRA"); the Atomic Energy Act of 1954, as amended (42 U.S.C. § 2011, et seq.) ("ABA"); the Clean Air Act (42 U.S.C. § 7401, et seq.) ("CAA"); the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001, et seq.) ("EPCRA"); the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136, et seq.) ("FIFRA"); the Oil Pollution Act of 1990 (33 U.S.C. §

2701, et seq.) ("OPA"); the Safe Drinking Water Act (42 U.S.C. § 300f, et seq.) ("SDWA"); the Surface Mining Control and Reclamation Act of 1974 (30 U.S.C. § 1201, et seq.) ("SMCRA"); the Toxic Substances Control Act (1 U.S.C. § 2601 et seq.) ("TSCA"); the Uranium Mill Tailings Radiation Control Act of 1978 (42 U. S .C. §§ 7901, et seq.) ("UMTRCA"), and all amendments and supplements to any of the foregoing arid all rules, regulations and publications promulgated or issued pursuant thereto; and all other governmental rules which govern Hazardous Substances, and the regulations adopted pursuant to all such laws.

"Environmental Permit Coordinator" means the specific individual designated and paid by the State, or any agency designated by the State and approved by HMMA, to coordinate with and advise HMMA with respect to the preparation and obtaining of all environmental permits or licenses that may from time to time be required by the Engine Plant Project, for the purpose of facilitating the environmental permit process on an expedited basis and in accordance with all applicable law.

"Force Majeure" means any event or circumstance, or combination of events or circumstances, that is beyond the reasonable control of the Party claiming Force Majeure, not reasonably foreseeable, and which materially and adversely affects, in cost or time, the ability of such Party to perform its obligations under or pursuant to this Agreement, including (a) any explosions, implosions, fires, conflagrations, accidents or contamination, (b) unusual and unforeseeable weather conditions such as floods, torrential rain, hail, tornadoes, hurricanes, lightning and other natural calamities or acts of God, (c) acts of war (whether or not declared), carnage, blockade or embargo, (d) acts of the public enemy, acts or threats of terrorism or threats from terrorists, riot, public disorder, violent demonstrations and (e) a decline in real Gross Domestic Product exceeding 10% as determined by the National Bureau of Economic Research, lasting one or more years in the United States; provided, however, that no event or circumstance or combination thereof shall constitute a Force Majeure hereunder to the extent that it could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of reasonable diligence and due care; and provided further, that in no event will the unavailability of funds constitute a Force Majeure. In the event that an economic recession has occurred not meeting the definition of "Force Majeure" above, then, upon presentation of evidence reasonably satisfactory to the State and Local Governments that such recession is having a material adverse impact upon HMMA's industry, then the Parties hereto agree to consider and review in good faith an extension of time to permit HMMA to meet or satisfy its obligations hereunder.

"Foreign Trade Zone" means zones for specialized purposes or sub-zones in areas separate from existing free trade zones for one or more of the specialized purposes of storing, manipulating, manufacturing, or exhibiting goods when the Board of the Foreign Trade Zone finds that existing or authorized zones will not serve adequately the convenience of commerce with respect to the proposed purposes.

"Full-Time Employees" means individuals employed, directly or indirectly (through employment services or similar arrangements), by HMMA at the Project Site, by an HMMA Affiliate at the Project Site or by HMMA in office space used by HMMA in Montgomery County by personnel whose terms of employment require working thirty-five or more hours per week but does not include contracted personnel who would not be treated as a common law employee.

"Hazardous Substances" means any and all pollutants, contaminants, toxic or hazardous waste or any other substances that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited, regulated, or penalized by any Environmental Law, including substances defined as a "hazardous substance," or a "pollutant" or a "contaminant" in Section 101 of CERCLA; those substances defined as "hazardous waste," "hazardous materials" or "regulated substances" by RCRA; those substances designated as a "hazardous substance" pursuant to Section 311 of the CWA; those substances defined as "hazardous materials" in Section 103 of the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq. at § 1802); those substances regulated as a hazardous chemical substance or mixture or as an imminently hazardous chemical substance or mixture pursuant to Sections 6 or 7 of TSCA; those substances defined as "contaminants" by Section 1401 of the SDWA if present in excess of permissible levels; those substances regulated by the OPA; those substances defined as a "pesticide" pursuant to Section 2(u) of FIFRA; those substances defined as a "source material," "special nuclear material" or "by-product material," by Section 11 of the AEA; those substances defined as "toxic materials" or "harmful physical agents" pursuant to Section 6 of the Occupational Safety and Health Act (29 U.S.C. § 651, et seq. at § 655); those substances defined as hazardous wastes in 40 C.F.R. Part 261.3; those substances defined as hazardous waste constituents in 40 C.F.R. Part 260.10, specifically including Appendix VII and VIII of Subpart D of 40 C.F.R. Part 261; those substances designated as hazardous substances in 40 C.F.R. Parts 116.4 and 302.4; those substances defined as hazardous substances or hazardous materials in 49 C.F.R. Part 171.8; those substances regulated as hazardous materials, hazardous substances, or toxic substances in 40 C.F.R. Part 1910; and in the regulations adopted pursuant to said laws, whether or not such regulations are specifically referenced herein.

"HMMA" means Hyundai Motor Manufacturing Alabama, LLC, a Delaware limited liability company.

"IDB" means The Industrial Development Board of the City of Montgomery, an Alabama non-profit public corporation. It is acknowledged that the IDB is not granting and providing money hereunder, is comprised of volunteer citizens and that its members are protected under the Volunteer Service Act, Section 6-5-336 of the Code of Alabama (1975), and is not included within the term of Local Government.

"Local Project Coordinator" means the specific individual designated and paid by the Local Governments and approved by HMMA to coordinate with and advise HMMA regarding the needs and requirements of the Engine Plant Project, including the preparation and obtaining of all permits and licenses (other than those relating to environmental issues) that may from time to time be required by HMMA in connection with any facet of the Engine Plant Project, such as building and construction permits for HMMA and any of its contractors, vendors or agents.

"Local Governments" means the City and the County.

"Party" or "Parties" shall have the meaning set forth in the preamble of this Agreement.

"Permits" means any permit, license, order, approval or authorization issued under any law.

"Person" means all natural persons, corporations, business trusts, associations, companies, partnerships, limited liability companies, joint ventures and other entities and governments and agencies and political subdivisions.

"Project Site" shall have the meaning set forth in the recitals.

"Public Entities" means the State, the City, and the County.

"Site Preparation" means, with respect to the Project Site, (i) performing necessary clearing, grubbing, demolition and earthwork to level and grade the Project Site for the Project, including necessary cut and fill and earthwork compaction; (ii) construction of temporary drainage ditches, culverts and structures, including pipes, and other on-site and off-site facilities for stormwater management required to facilitate mass grading; (iii) construction of control mechanisms for erosion control to include necessary retention ponds; (iv) site preparation engineering and management of the site preparation contractor; (v) all wetlands relocation, if any, that are required to be addressed, including permitting, the construction of drainage ways, and channels to carry stream water, and the removal of lakes and ponds as may be required and (vi) the identification, assessment, documentation and mitigation of any and all historic property, sites, structures or objects identified by any cultural resources survey prepared in connection with the Project.

"State" means the State of Alabama.

"State Project Coordinator" means the specific individual designated and paid by the State and approved by HMMA to represent the State in coordinating with HMMA regarding the needs and requirements of the Engine Plant Project as set forth in this Agreement and as may from time to time arise in an administrative, communications, and facilitation context.

"Target Period" shall have the meaning set forth in Section 2.4 of this Agreement.

"Target Wage Rate" shall initially mean an average range between $15.13 per hour and $24.49 per hour, with each end of the range (i.e. $15.13 and $24.49) being adjusted annually from 2011 by the percentage change in the Consumers Price Index-All Urban Consumers published by the U.S. Department of Commerce, using 2011 as the base year.

"Tax Coordinator" means the specific individual designated and paid by the State, or any agency designated by the State and approved by HMMA, to coordinate with and advise HMMA with respect to all matters relating to taxes within the State, whether statewide or local in nature, including complying with applicable local tax laws and regulations and obtaining all exemptions for which HMMA is eligible under applicable law.

1 .2 Interpretation. In this Agreement, unless the context indicates otherwise, the singular includes the plural and the plural the singular; references to statutes, sections or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, replacing, succeeding or supplementing the statute, section or regulation referred to; references to "writing" include printing, typing, lithography, facsimile reproduction and other means of reproducing words in a tangible visible form; the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation" or "but not limited to" or words of similar import; references to articles, sections (or subdivisions of sections), exhibits, appendices, annexes or schedules are to those of this Agreement unless otherwise indicated; references to agreements and other contractual instruments shall be deemed to include all exhibits, schedules and appendices attached thereto and all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement; references to days shall mean calendar days unless specified otherwise; and references to Persons include their respective successors and permitted assigns.

ARTICLE 2
HMMA'S COMMITMENT FOR 2011 ENGINE PLANT PROJECT; DESIGNATION OF COORDINATORS; CERTAIN INCENTIVES

2.1 Location and Implementation of 2011 Engine Plant Project. HMMA acknowledges that it has represented to the Public Entities that the 2011 Engine Plant Project will represent an additional investment by HMMA of approximately $173,000,000 at the Project Site and that, by June 30, 2012, HMMA will employ an additional 214 Full-Time Employees in excess of 2645 Full-Time Employees currently employed at the Project Site, at an average wage not less than the Target Wage Rate, plus Benefits. HMMA acknowledges that the citizens of the State of Alabama anticipate the prompt receipt of substantial economic benefits to the local and state economies in return for the investment of public monies in the 2011 Engine Plant Project and agrees that, in consideration of the inducements tendered by the Public Entities in response to representations described herein and in the recitals, HMMA shall, subject to the terms and conditions hereof, construct, re-equip, renovate, locate and place on the Project Site the 2011 Engine Plant Project. HMMA agrees that it will diligently prosecute the construction, equipping and commencement of operations of the 2011 Engine Plant Project to produce motor vehicle engines for HMMA and, possibly, KIA Motors Manufacturing Georgia, Inc. by June 30, 2012; provided, however, that, if HMMA has not commenced construction within twelve months of the Effective Date of this Agreement, the State and Local Parties obligations hereunder shall terminate. HMMA further agrees that, if the Project has not commenced full manufacturing operations by June 30, 2012, HMMA shall repay to the State and Local Governments all sums that HMMA or its Affiliates have received from the State and Local Governments under this Agreement within thirty (30) days thereafter.

2.2 Designation of Coordinators. The Parties hereto agree that it is in the best interests of the State and Local Governments and HMMA for the development, design, engineering, construction, re-equipping and start-up of the 2011 Engine Plant Project to proceed on an expeditious timetable and that time is of the essence to achieve the timetable set forth on Exhibit "C" hereto ("Timetable"). Accordingly, in order for the Project to commence as soon as possible and to proceed in an orderly and expeditious manner to meet such Timetable, the State, through ADO, agrees to do all things and take all actions, in cooperation with HMMA, to cause the following to occur within one (1) day after the Effective Date of this Agreement:

(a) The designation of the State Project Coordinator for the duration of Engine Plant Project Construction and on a part-time basis as needed by HMMA thereafter. The State Project Coordinator's duties will include the coordination of all 2011 Engine Plant Project related matters and assistance regarding issuance of all Permits, other than those for which the Environmental Permit Coordinator and the Tax Coordinator are responsible.

(b) The designation of the Environmental Permit Coordinator for the duration of Engine Plant Project Construction and on an as-needed basis by HMMA thereafter, in each case in connection with monitoring, compliance, renewal and related environmental matters;

(c) The designation of the Tax Coordinator for the duration of Engine Plant Project Construction and on an as-needed basis by HMMA thereafter; and

(d) The Local Governments agree to designate a Local Project Coordinator on a part-time basis for the duration of the Engine Plant Project Construction and on an as-needed basis by HMMA thereafter.

2.3 Assistance with Permits. Subject to the terms and conditions of this Agreement, to the extent permitted under applicable law, the State, the County and the City each hereby agree, with the cooperation of HMMA and for so long as HMMA, or an Affiliate of HMMA, shall own or lease the Project Site and operate the 2011 Engine Plant Project, to do all things and take all actions necessary as permitted by law to cause HMMA to receive expeditious and timely processing of all applications for obtaining and maintaining the Permits relating to the Project and timely renewal of all such Permits of or with the State, the County, and the City. HMMA shall be responsible for requesting the assistance. These permits include, to the extent applicable to the 2011 Engine Plant Project, the issuance of all construction and operating permits, process and potable water and supply permits, wastewater discharge permits, wetlands siting and grading, clearing, stormwater construction and operating permits and wetlands mitigation or delineation permits within the jurisdiction of the State or Local Governments, with such permits to be issued to the extent permitted under applicable law in an expeditious and timely manner in order to permit HMMA to proceed with the Timetable for the Engine Plant Project Construction. The City will waive up to $30,000 of its fees for the issuance of a building permit for the 2011 Engine Plant Project.

2.4 Clawbacks. HMMA agrees to hire in good faith at least an additional 214 Full-Time Employees at the Project Site in excess of the 2645 Full-Time Employees currently employed (i.e., total of 2859 Full-Time Employees) at an average wage for the additional 214 Full-Time Employees of not less than the applicable Target Wage Rate, plus Benefits (for those directly employed by HMMA), by the end of the Target Period (which begins on June 1, 2011 and ends on June 30, 2012), (the number of additional Full-Time Employees committed to be hired by HMMA by the end of the Target Period shall be referred to as the "Projected Hiring Numbers"). HMMA further agrees to maintain its Average (as defined below) number of Full-Time Employees at 2859 Full-Time Employees or more at the Project Site at an average wage not less than the Target Wage Rate, plus Benefits (for those directly employed by HMMA), for the five-year period beginning on the earlier of (1) the date on which HMMA reaches the Projected Hiring Numbers (if it occurs before the end of the Target Period) or (2) June 30, 2012 ("Maintenance Period"). If, by the end of the Target Period, the number of Full-Time Employees employed at the Project Site is less than the aggregate number of Full-Time Employees required based on the Projected Hiring Numbers for such period (i.e. 2859 Full-Time Employees), or if at the end of any annual period during the Maintenance Period the Average (as defined below) number of Full-Time Employees employed at the Project Site is less than the aggregate number of Full-Time Employees required based on the Projected Hiring Numbers (i.e. 2859 Full-Time Employees), HMMA shall have the obligation to pay to each of the Public Entities an amount equal to the product determined by multiplying (A) the deficiency, if any, between the Projected Hiring Numbers and the number of aggregate Full-Time Employees that are actually employed at the end of such period (or, in the case of an annual period during the Maintenance Period, the deficiency, if any, from the Average number of Full-Time Employees), by (B) the quotient determined (i), in the case of the State, by dividing the amount contributed by the State hereunder to such date by 200 and (ii), in the case of the Local Governments, by dividing the amount contributed by the Local Governments hereunder to such date by 200. To the extent that in an annual period HMMA shall have paid for a deficiency in the number of Full-Time Employees required to be employed, then HMMA will only have to repay for such number of Full-Time Employees below such deficiency level, by way of example and not in limitation, if in the first year of the Maintenance Period, the actual number of Full-Time Employees employed by HMMA or its Affiliates is 2800 Full-Time Employees and the expected level of employment is 2859 Full-Time Employees, then at the end of the first year of the Maintenance Period, HMMA would owe a repayment amount based on a deficit of 59 Full-Time Employees multiplied by the applicable number; provided, however, that continuing on with such example, if, in the second year of the Maintenance Period, the actual number of Full-Time Employees employed by HMMA was 2790 then HMMA would only owe the repayment amount based on the additional deficit of 10 Full-Time Employees for which HMMA is expected to employ (i.e., additional deficit of 10 Full-Time Employees). For purposes of this Section 2.4 of this Agreement, the term "Average" for an annual period in the Maintenance Period shall mean the quotient determined by adding together the total number of Full-Time Employees of HMMA at the end of each month in the applicable time period and dividing that sum by twelve (12).

Such amounts shall be paid to the State and Local Governments at the same time the certification is due hereunder. Not later than January 31 following the end of the Target Period, and annually thereafter, HMMA will certify to each of the State and Local Governments the number of Full-Time Employees employed by the end of the Target Period or annual period thereafter, as the case may be, subject to the State's and Local Government's rights to audit said certification in accordance with normal procedures that the State and Local Government Agencies use with respect to other grants or loans based on employment criteria. The State or the Local Governments may require additional documentation to support the certification.

2.5 Capital Investment Credits. The State, through the Tax Coordinator, hereby agrees to assist HMMA in causing HMMA to receive the full benefit of the Capital Investment Credits to which it is entitled under the applicable statutes.

2.6 Tax Abatements. The State and the Local Governments will use their best efforts to cause the IDB to enter into that certain Letter Agreement attached as Exhibit "G" attached hereto.

2.7 Assistance with Tax Exemptions and Refunds. The State, through the Tax Coordinator, agrees to cooperate with and assist HMMA to ensure that HMMA obtains, on an ongoing basis, such tax exemptions or tax refunds to which HMMA may be entitled under applicable State tax laws. The State shall waive, or cause to be waived, any fees or costs related to the granting of such exemptions and refunds. In the event of a change in law after the Effective Date, the result of which would be to lessen or remove HMMA or the 2011 Engine Plant Project from any such Tax Incentive, the State, through the ADO, will use reasonable efforts to the extent permitted by applicable law to to attempt to have HMMA exempted from the law as so changed.

2.8 Foreign Trade Zone; Montgomery Enterprise Zone. The Local Governments commitments as set forth in Section 2.10 of the Original Project Agreement shall likewise apply to the 2011 Engine Plant Project.

2.9 Retention of Contractors. The State and the Local Governments each hereby agree that all contractors retained by HMMA in connection with the 2011 Engine Plant Project shall be selected in the sole discretion of HMMA and that HMMA shall have no obligation to choose any Alabama-based contractors. HMMA agrees, in good faith, to consider qualified Alabama-based vendors and qualified Alabama residents to provide products and services in the construction and operation of the 2011 Engine Plant Project. To the extent that non-Alabama-based contractors are selected, all such contractors shall be licensed or qualified to do business in Alabama. All contractors selected must be licensed and qualified to do business in Alabama. HMMA shall not knowingly use unlicensed or unqualified contractors.

2.10 Other Obligations. HMMA agrees that it has other obligations and duties that are described in this Agreement and further agrees and acknowledges that HMMA's performance in excess of its representations of employment and capital investment as described in the recitals and in this Agreement, will not entitle it to any additional compensation from the State and Local Governments, unless specifically agreed to in a separate written agreement executed by the party against whom enforcement is sought and entered into subsequent to the effective date of this Agreement.

2.11 Employment of Alabama Residents. The State and the Local Governments each hereby agree that all employees hired by HMMA at the 2011 Engine Plant Project shall be selected in the sole discretion of HMMA and that HMMA shall have no obligation to hire Alabama residents. HMMA agrees, in good faith, to give full consideration to qualified Alabama residents for employment at the 2011 Engine Plant Project, subject in all cases to HMMA's then existing hiring policies.

2.12 Amendment to 2007 Engine Plant Agreement. The Parties hereto agree to amend the 2007 Engine Plant Agreement to modify Section 2.5 of the 2007 Engine Plant Agreement in accordance with the insert attached hereto as Exhibit "D". The Parties hereto agree that the actual execution of a separate amendment document shall be necessary in order to effect such Amendment to the 2007 Engine Plant Agreement.

ARTICLE 3

ECONOMIC DEVELOPMENT INCENTIVES

3.1 State Payment of Economic Development Costs.

(a) Subject to the terms and conditions hereof, the State agrees to reimburse HMMA up to Two Million Five Hundred Thousand and No/100 ($2,500,000) in installments as described below for its direct Capital Costs incurred in constructing and equipping the 2011 Engine Plant Project, including Site Preparation costs, Engine Plant Construction costs pursuant to the State Reimbursement Procedure as described in Section 3.1.1 below. The first installment of the State reimbursement in the amount of $500,000 will be payable after the completion of the construction of the Project (as certified by the 2011 Engine Plant Project architect or engineer, as acceptable to the State); the second installment of State reimbursement in the amount up to $1,000,000 will be payable following construction of the 2011 Engine Plant Project when HMMA has hired 100 new Full-Time Employees on or before June 30, 2012, and the final installment of State reimbursement in the amount up to $1,000,000 will be payable following construction of the 2011 Engine Plant Project when HMMA has hired an additional 100 Full-Time Employees (i.e., an aggregate of 200 Full-Time Employees) on or before June 30, 2012.

3.1.1 (a) Satisfaction of Conditions Precedent. HMMA shall be responsible for providing to the State, satisfactory evidence that all the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied (including, but not limited to, all required deliveries hereunder). If such conditions precedent have been satisfied, the reimbursement payment shall be made within seventy- five (75) days after the State's receipt of a properly completed Request for Payment.

(b) Request for Reimbursement by HMMA. To request reimbursement for Capital Costs, HMMA shall submit to the State a "Request for Payment" using the form attached hereto as Exhibit "E" to this Agreement. The Request for Payment shall be accompanied by supporting documentation which demonstrates to the satisfaction of the State that the expenditures for which reimbursement are sought were incurred for Capital Costs and which satisfy the requirements of subsections (a) and (c) of this Section 3.1.1.

(c) Additional Requirements. In addition to the requirements of subsections (a) and (b) of this Section 3.1.1, HMMA must provide to the State, the following documents and information:

(i) there must be provided a certificate of the 2011 Engine Plant Project architect or engineer that is acceptable to the State, certifying that the work, materials, or labor for which HMMA is requesting reimbursement have been incorporated into, or installed at, the 2011 Engine Plant Project; that such work materials and labor conforms to the plans and specifications of the 2011 Engine Plant Project or are items which HMMA has previously established to the satisfaction of the State as constituting Capital Costs;

(ii) lien releases by any third party, including a contractor, supplier, or any other entity that may be specified by the State, of claims against the State and specified by the State to be the subject of the release (such form to be provided by the State);

(iii) supporting invoices and documentation for each expenditure to be reimbursed.

(d) Termination of State's Obligation. The State's obligation to reimburse HMMA for Capital Costs shall terminate as of September 30, 2012. Any request for reimbursement not received by such date will not be paid.

3.2 Local Governments Economic Development Incentive. Subject to the terms and conditions of this Agreement, the Local Governments jointly agree to reimburse HMMA for Capital Costs in two installments as described below pursuant to the Local Government Reimbursement Procedure described in Section 3.2.1 below. The Local Governments agree that, following completion of the construction of the 2011 Engine Plant Project (as certified by the 2011 Engine Plant Project architect or engineer, as acceptable to the State) the Local Governments shall reimburse HMMA in the amount up to $375,000 for Capital Costs. The Local Governments agree that upon commencement of production at the 2011 Engine Plant Project, the Local Government shall reimburse HMMA an additional amount up to $375,000 for Capital Costs.

3.2.1. Disbursements by Local Governments. All reimbursements by the Local Governments to HMMA on account of the 2011 Engine Plant Project shall be made only in accordance with the following procedure:

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(a) Satisfaction of Conditions Precedent. Payment by Local Governments for Capital Costs shall be by reimbursement to HMMA as hereinafter. HMMA shall be responsible for providing to each of the Local Governments, satisfactory evidence that all the conditions precedent to such payment as established by the terms of this Agreement or by law have been satisfied (including, but not limited to, all required deliveries hereunder). If such conditions precedent have been satisfied, the reimbursement payment shall be made within seventy-five (75) days following the Local Governments receipt of properly completed Request for Payment Form.

(b) Request for Reimbursement by HMMA. To request reimbursement for Capital Costs, HMMA shall submit to each of the Local Governments a "Request for Payment" using the form attached hereto as Exhibit "E" to this Agreement. The Request for Payment shall be accompanied by supporting documentation which demonstrates to the satisfaction of each of the Local Governments that the expenditures for which reimbursement are sought were incurred for Capital Costs and which satisfy the requirements of subsections (a) and (c) of this Section 3.2.1.

(c) Additional Requirements. In addition to the requirements of subsections (a) and (b) of this Section 3.2.1, HMMA must provide to the Local Governments, the following documents and information:

(i) there must be provided a certificate of the Engine Plant Project architect or engineer that is acceptable to the Local Governments, certifying that the work, materials, or labor for which HMMA is requesting reimbursement have been incorporated into, or installed at, the 2011 Engine Plant Project; that such work materials and labor conforms to the plans and specifications of the 2011 Engine Plant Project or are items which HMMA has previously established to the satisfaction of the Local Governments as constituting Capital Costs;

(ii) lien releases by any third party, including a contractor, supplier, or any other entity that may be specified by the Local Governments, of claims against each of the Local Governments and specified by each of the Local Governments to be the subject of the release (form of lien release to be provided by the Local Governments);

(iii) supporting invoices and documentation for each expenditure to be reimbursed.

(d) Termination of Local Government's Obligation. The Local Governments' Obligation to reimburse HMMA for Capital Costs shall terminate as of September 30, 2012. Any request for reimbursement not received by such date will not be paid.

3.3 Termination of Obligations. At the sole option and discretion of the State and Local Governments, upon written notice to HMMA by the State or any Local Government, as applicable, following the occurrence of any of the following events (each is a "Default") the obligations of the State and Local Governments shall cease and terminate:

(a) Failure of HMMA to commence operation of the 2011 Engine Plant Project by June 30, 2012, failure to achieve the Projected Hiring Numbers by the end of the Target Period or the failure to maintain job targets as required by the terms of this Agreement;

(b) The determination by the State or any Local Government that any commitments, representations or warranties made by HMMA or its agents to induce the State or any agency or subdivision thereof or the Local Governments to offer incentives to HMMA are not true in any respect;

(c) Failure of HMMA to commence construction of the 2011 Engine Plant Project at within 12 months of the Effective Date, or failure of the Company to commence production at the 2011 Engine Plant Project by June 30, 2012; provided, however, if Force Majeure occurs and causes a delay, the applicable deadline shall be extended for a period of time equal to the number of days such Force Majeure event causes the delay, but in no event shall the deadline be extended beyond March 31, 2013. For an event to qualify as Force Majeure to extend the deadline, HMMA shall be required to provide written notice of such event to the State and each of the Local Governments within fourteen (14) calendar days following the date of occurrence of the event (or if the event lasts more than one day, then from the last day of such event) stating with reasonable particularity the event, the time of delay and the cause thereof. The State and Local Governments shall have fourteen (14) days to either accept or reject such event, or

(d) Failure of, or a breach or default by, HMMA to meet any other commitment or to satisfy any other of its covenants, agreements or obligations that relate to the 2011 Engine Plant Project described herein or the breach, default or violation of any of its obligations, covenants or agreements under this Agreement which failure, breach, default or violation is not specifically dealt with in subsections (a) through (c) above; provided, however, that such failure, breach or violation under this section 3.3(d) shall not constitute a Default until thirty (30) days after written notice from the State and Local Governments specifying the Default and HMMA has failed to cure such failure, breach or violation within such thirty-day period.

In no event shall the termination or cessation of the obligations and agreements of the State and Local Governments in any way waive, limit, abrogate or eliminate the obligations of the HMMA hereunder, and such termination or cessation of such obligations by the State and Local Governments shall not constitute a termination of this Agreement.

ARTICLE 4

TRAINING PROGRAM

4.1 State Payment of Training Costs. The State, through AIDT, agrees to provide a recruiting and training program for the Project in accordance with the letter attached as Exhibit "B" hereto, which includes direct reimbursement to HMMA for the costs of HMMA provided instructors and travel time for instructors up to the amounts set forth in Exhibit "B".

ARTICLE 5

OTHER INCENTIVES

5.1 Letter to United States Embassy in Korea Regarding Visas. The State agrees to reasonably assist HMMA upon request by HMMA in the case of issues surrounding issuance of visas for HMMA and Hyundai Motor Company team members and their families.

5.2 Hyundai Family Support Coordinator. The Local Governments shall hire, at no cost to HMMA, a person acceptable to HMMA to serve as Hyundai Family Support Coordinator for a period of two (2) years beginning on a mutually agreed upon date between the Local Governments and HMMA.

5.3 In-State School Requirements. The State will assist HMMA and their family members regarding in-state residency requirements in accordance with the letter attached as Exhibit "F" hereto, and the State, through ADO, agrees to encourage Alabama public institutions of higher education to honor Section 16-64-2 of the Code of Alabama (1975), as amended.

ARTICLE 6

MISCELLANEOUS

6.1 Condition Precedent. The effectiveness of this Agreement shall be subject to the authorization of the execution of this Agreement by the Board of Directors of HMMA and to the approval of each of the governing bodies of the City and County taken at a public meeting following satisfaction of the notice and other applicable requirements of Amendment 713 to the Alabama Constitution of 1901, as amended, including, but not limited to, the publication of the notice required by such Amendment 713 relating to the private benefits granted hereby and the approval of the same at an open public meeting held separately by each of the governing bodies of the City and County. Each Party hereto agrees in good faith to cause such authorizations to have occurred no later than forty (40) days following the date of execution of this Agreement. It is expressly agreed and understood that each of the Mayor of the City and the Chairman of the Montgomery County Commission for the County may, at their option, execute and deliver this Agreement prior to such authorization but that the obligations, liabilities, agreements, and statements herein contained on the City and County shall not be binding and enforceable unless and until this Agreement is approved by the respective governing bodies of the City and the County following satisfaction of the provisions of Amendment 713 necessary for the actions and obligations of the City and County to be authorized and approved in connection with Amendment 713. If this Agreement is not authorized by the governing bodies of the City and County or the Board of Directors of HMMA within such thirty-day time period, then this Agreement shall be null and void as to each Party hereto without any liability or obligation imposed on any party hereto.

6.2 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

6.3 Governing Law. The governing law of this Agreement shall be the law of the State of Alabama.

6.4 Severability. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect and for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.5 Notices. All communications and notices expressly provided herein shall be in writing and shall be sent, by registered first class mail, postage prepaid, by a nationally recognized overnight courier for delivery on the following business day or by telex or telecopy (with such telex or telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

State of Alabama:

Honorable Robert Bentley
Governor of Alabama
State Capitol
Montgomery, Alabama 36130
Fax: (334) 242-0939

With copy to:

Mr. David Perry
Director of Finance
State of Alabama
State Capitol Building, Room N105
Montgomery, Alabama 36130
Fax: (334) 353-3300

and

Mr. Seth Hammett
Director
Alabama Development Office
401 Adams Avenue
Montgomery, Alabama 36130-4106

and

Ms. Linda Swann
Alabama Development Office
401 Adams Avenue
Montgomery, Alabama 36130-4106

and

Debt Management Division
Alabama Department of Finance
100 North Union Street, Suite 224
Montgomery, Alabama 36130

City of Montgomery: Mayor Todd Strange
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334)241-2600

With copy to: Kim Fehl, Esq.
City of Montgomery
Post Office Box 1111
Montgomery, Alabama 36101
Fax: (334)241-2600

and

Mr. Randall L. George
Montgomery Area Chamber of Commerce
P.O. Box 79
Montgomery, Alabama 36101
Fax: (334) 265-4745

and

Ms. Ellen McNair
Montgomery Area Chamber of Commerce
41 Commerce Street
Montgomery, Alabama 36104
Fax: (334) 265-4745

Montgomery County:

Honorable Elton Dean
Donald Mims, Administrator
Montgomery County Commission
Post Office Box 1667
Montgomery, Alabama 36102
Fax: (334) 832-2533

HMMA:

Mr. Y.D. Lim
President & CEO
Hyundai Motor Manufacturing Alabama, LLC
700 Hyundai Boulevard
Montgomery, Alabama 36105
Fax: (334) 387-8288

With copies to:

Mr. Yeung-Tae Kim
Vice President and Chief Financial Officer
Hyundai Motor Manufacturing Alabama, LLC
700 Hyundai Boulevard
Montgomery, Alabama 36105
Fax: (334) 387-8290

and

Richard E. Neal, Esq.
Vice President Administration & General Counsel
Hyundai Motor Manufacturing Alabama, LLC
700 Hyundai Boulevard
Montgomery, Alabama 36105
Fax: (334) 387-8286

or to such other address as the receiving Party shall have most recently forwarded to the sending Party pursuant to the provisions of this Section 6.5.

6.6 Costs and Expenses. Each Party agrees, subject to the inducements to be provided to HMMA as contemplated by this Agreement, to pay its own costs and expenses incurred in connection with the proposals, responses and negotiation of the transactions contemplated herein, including all costs and expenses incurred in connection with the preparation of any studies or reports, surveys or approvals, this Agreement or otherwise, including but not limited to, the IDB's administrative fees and/or legal fees associated with the approval of tax abatements.

6.7 Confidentiality. Except for the publication of notice and other requirements under Amendment 713 and otherwise required by law, the Public Entities and HMMA understand the importance to themselves, and the goodwill of the 2011 Engine Plant Project to keep matters strictly confidential until any such matter is publicized with the consent of HMMA and the Public Entities. Accordingly, each Party hereto agrees that the exchange of information during the negotiations of this Agreement has occurred with a mutual expectation of confidentiality and agrees to treat, and to cause their respective directors, officers, employees and agents to treat, as strictly confidential to the fullest extent permitted by law (including the federal Freedom of Information Act and §36-12-40, Code of Alabama (1975)), the contents of all drafts of this Agreement and all attachments hereto, all drafts of documents executed in connection herewith and therewith, and all information provided to one Party by any other Party in connection with the 2011 Engine Plant Project. This confidentiality provision shall supersede any other confidentiality agreement that the Parties have entered into with respect to the 2011 Engine Plant Project.

Prior to the publication of any notice under Amendment 713, the parties hereto shall mutually agree upon the contents of the notice to be published with respect to the procedure of Amendment 713 provided; however, that such notice shall contain in any event and in all events the information required by Amendment 713 in order to utilize such procedure for approval of this Agreement and the benefits and incentives to be provided hereunder.

6.8 Press Releases. The Public Entities agree to cooperate fully to coordinate with HMMA in connection with all press releases and publications concerning the 2011 Engine Plant Project. The Parties agree that the State shall have sole responsibility in coordinating with HMMA in this regard.

6.9 Amendment and Waivers. This Agreement may not be amended or modified except by a written instrument signed by each Party. The waiver by any Party of such Party's rights under this Agreement in any particular instance or instances, whether intentional or otherwise, shall not be considered as a continuing waiver which would prevent subsequent enforcement of such rights or of any other rights.

6.10 Assignment. This Agreement is not assignable without the consent of the other Parties hereto except that HMMA shall have the right at any time to assign all its rights and obligations in and to the 2011 Engine Plant Project and to transfer this Agreement or any part hereof to any Affiliate of Hyundai Motor Company, a Korean corporation, that acquires the Original Facility or the 2011 Engine Plant Project from HMMA and that agrees to assume the assigned obligations of HMMA in and to the 2011 Engine Plant Project. If so assigned and each of the other Parties hereto is notified in writing prior to the assignment, HMMA shall, upon such assumption, have no further obligation under this Agreement to the extent of such assignment and assumption.

6.11 Further Assurances. HMMA and the State and Local Governments agree to do all things and take all actions required, consistent with this Agreement, to establish the 2011 Engine Plant Project during Engine Plant Project Construction and on an ongoing basis thereafter,

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including the obtaining, negotiation, execution and delivery of all necessary or desirable agreements, filings, consents, authorizations, approvals, or licenses.

6.12 Section Titles and Headings. The section titles and headings are for convenience only and do not define, modify or limit any of the terms and provisions hereof.

6.13 Specific Performance. The Parties agree that it is impossible to measure in money the damages which will accrue to HMMA or the Public Entities by reason of a failure of any of the other Parties to this Agreement to perform any of their respective obligations under this Agreement. Therefore, if HMMA or a Public Entity institutes any action or proceeding to enforce the provisions hereof the Party to this Agreement against whom such action or proceeding is brought hereby waives the claim or defense that HMMA or the Public Entity has or will have an adequate remedy at law for money damages.

6.14 Entire Agreement. This Agreement, together with those provisions of the Original Project Agreement referenced and incorporated herein, constitutes the entire agreement and understanding among the Parties with respect to the 2011 Engine Plant Project and no other offers, agreements, understandings, warranties, or representations exist between HMMA and any of the Public Entities.

6.15 Survival of Representations, Warranties and Covenants. The representations, warranties and covenants made by each of the Parties hereto and contained herein shall survive the performance of any obligations to which such representations, warranties and covenants relate.

6.16 Term of Agreement. Unless otherwise terminated under the provisions hereof, or by operation of law, the term of this Agreement shall commence on the Effective Date and continue in effect through the earlier to occur of the date upon which HMMA shall cease to operate the 2011 Engine Plant Project or the date which is twenty-five (25) years after the Effective Date.

6.17 Binding Effect. This Agreement and all terms, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of HMMA and its successors and permitted assigns and shall be binding upon and shall inure to the benefit of the Public Entities and their respective successors and assigns and all other state agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to the Public Entities or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements, or obligations hereunder of the State or any of the state agencies or Local Governments which are Parties hereto.

6.18 Time is of the Essence. The State acknowledges that a delay in the completion of the 2011 Engine Plant Project will impose substantial cost and result in substantial lost profits to HMMA and therefore, time is of the essence as to all terms and conditions of this Agreement. The provisions of this Section 6.18 are subject to the excuse by any Party for Force Majeure.

6.19 No Consequential Damages. Except as otherwise provided herein, no Party shall, in any event, be liable to any other Party, whether by way of indemnity or otherwise, for any indirect, incidental, punitive, special or consequential damages, including loss of revenue or profit, cost of capital, loss of business reputation or opportunity costs due to delays in payment, whether any such damages arise out of contract, tort (including negligence), strict liability or otherwise.

6.20 No Third Party Beneficiary. This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty, standard of care or liability to, nor confer any right of suit or action on, any Person other than the Parties hereof, including employees, independent contractors or Affiliates.

6.21 Independent Contractor. For the purposes of this Agreement and all services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent contractor and not an agent or employee or partner of the other Party.

6.22 Acknowledgment of No Liability. The Parties hereto agree that neither the State nor either of the Local Governments shall have any liability, responsibility or obligation resulting from the construction or operation of the 2011 Engine Plant Project (provided, however, that this paragraph shall not relieve any Party of any of its obligations under the Agreement), and that all such liability, responsibility and obligation therefrom shall be HMMA's alone. This acknowledgement shall in no way be construed to be an agreement by HMMA to indemnify or defend any of the Public Entities against any action brought by any third party.

[EXECUTION AND NOTARY ACKNOWLEDGMENTS
APPEAR ON NEXT FOLLOWING PAGES]

WHEREFORE, the Parties hereto have executed this Agreement as of the date their signature was properly notarized.

STATE OF ALABAMA

By:_______________________________

Honorable Robert Bentley
Governor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Robert Bentley, as Governor of the State of Alabama, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said State of Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of __________, 2011.

____
Notary Public

My Commission expires:________________

1-28

CITY OF MONTGOMERY

By:______________________________
Honorable Todd Strange
Mayor

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Todd Strange, Mayor of the City of Montgomery, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said City of Montgomery, Alabama on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of __________, 2011.

____
Notary Public

My Commission expires:_______________

MONTGOMERY COUNTY COMMISSION

By:__________________________________
Honorable Elton Dean
As Its Chairman

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Elton Dean, as Chairman of the Montgomery County Commission, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such official and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said Montgomery County Commission on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of __________, 2011.

____
Notary Public

My Commission expires:________________

1-30

HYUNDAI MOTOR MANUFACTURING
ALABAMA, LLC

By:________________________________
Y.D. Lim
President and CEO

STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned, a Notary Public, in and for said county, in said state, personally appeared Y.D. Lim, as President and CEO of Hyundai Motor Manufacturing Alabama, LLC, a limited liability company, whose name is signed to the foregoing Agreement, and who is known to me, being first duly sworn, acknowledged before me on this day that, being informed of the contents of said Agreement, makes oath that he, as such officer and with full authority, has read the foregoing Agreement and knows the contents thereof, executed the same voluntarily for and as the act of said limited liability company on this date.

SUBSCRIBED AND SWORN to before me on this the _____ of __________, 2011.

____
Notary Public

My Commission expires:________________

EXHIBIT "A"

Project Site

EXHIBIT "B"

AIDT Letter

EXHIBIT "C"

Timetable

EXHIBIT "D"

Amendment to 2007 Engine Plant Agreement

EXHIBIT "E"

Request for Payment

EXHIBIT "F"

In-State Education Residency Requirements Letter

EXHIBIT "G"

Letter Agreement between HMMA and IDB

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
JUN 13 2011

June 9, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Montgomery City-County Public Library Board Reappointment

The term of Mr. William Fain has expired as a board member of the Montgomery City-County Public Library Board of Trustees. Mr. Thomas McPherson, President of the Board, has recommended the reappointment of Mr. Fain.

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

DLM/tn

Updated 05/2011

Montgomery City-County Public Library
Board of Trustees
2011 Directory

Thomas McPherson, President
County Appointment
321 N. Anton Drive
Montgomery, AL 36105-2112
Phone H #834-9636
Phone W #264-7919 F #264-7917
Cell #202-5533
edrs@knology.net
Term Expires: June 1, 2012

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

* **William Fain**
County Appointment
7029 Mid Pines Circle
Montgomery, AL 36117-8503
Cell #398-3344
wtfain@charter.net
Term Expires: June 1, 2011

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

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

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

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

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

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

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

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Term Expires: June 1, 2012

Lynda Borden
County Appointment
P.O. Box 59
Pine Level, AL 36065-0059
*Cell #334-322-1486
Phone H #334-584-9294
lyndaborden@hotmail.com
Term Expires: June 1, 2013

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

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

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

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

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

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

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

4 Year Terms

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

JANET BUSKEY
REVENUE COMMISSIONER

ALLYSON HOLLAND
CHIEF CLERK

MONTGOMERY COUNTY REVENUE COMMISSIONER'S OFFICE

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

Agenda
JUN 13 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 JYB

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

3-2

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. <u>SCOPE OF WORK.</u> 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. <u>PAYMENT TERMS.</u> The firm fixed price for the Work described above is <u>One Million Two Hundred Sixty Thousand Dollars ($1,260,000)</u> 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:** ______________________

3-4

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.

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(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. **<u>Licensee Responsibility</u>**. 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. **<u>Proprietary Legends</u>**. 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 <u>Part B</u> of <u>Exhibit A.</u>

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:

Agenda
JUN 13 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services

DATE: May 18, 2011

SUBJECT: Contract No. 52110-10C-018, Emergency Medical Treatment And Transportation Services for Montgomery County

Request approval of the attached Amendment No. 1 to the above referenced contract with Haynes Ambulance of Alabama, Inc., be placed on the agenda for the County Commission meeting on June 13, 2011.

The new contract period will begin on July 1, 2011 and end on June 30, 2012.

Even though this is "no cost" contract to Montgomery County Commission, Haynes Ambulance of Alabama, Inc. has advised that at this point there has been no price increase in ambulance transportation charges. (letter attached)

Your assistance is greatly appreciated.

Attachment

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

AMENDMENT
TO
CONTRACT NO. 52110-10C-018

Amendment No. 1 DATE: May 18, 2011

Contract No. 52110-10C-018, Emergency Medical Treatment and Transportation Services for Montgomery County, is hereby amended as follows:

-Contract is extended for a one (1) year period, beginning July 1, 2010 and ending June 30, 2012, with the option to renew for an additional one (1) year period. A price escalation may be allowed, but shall not exceed 5% per year.

-All other provisions of the contract shall remain the same.

WITNESS: HAYNES AMBULANCE OF ALABAMA, INC.

____________________ BY: ____________________

TITLE: ____________________

WITNESS: MONTGOMERY COUNTY COMMISSION

____________________ BY: ____________________

TITLE: ____________________

HAYNES AMBULANCE
2530 E. 5th Street
Montgomery, AL 36107
Phone (334) 265-1208
Fax (334) 241-5280

May 18, 2011

Montgomery County Commission
Pat Silas, Assistant Director

Dear Ms. Silas,

This letter is to inform the Montgomery County Commission that it is our desire to renew the current contract No.52110-10C-018.

At this point there has been no price increase in ambulance transportation charges.

Sincerely,

Kirk Barrett
Chief Operations Officer

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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ESTABLISHED 1816

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Agenda
JUN 13 2011

May 23, 2011

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Nationwide Updated Plan Document

On May 23, 2011, I discussed with the Commission the Nationwide updated Plan Document. Nationwide is one of the two deferred compensation plans that our County employees may choose to supplement the existing County Retirement Plan administered by the Retirement Systems of Alabama.

This updated Plan Document has no significant changes to our County employees. This document incorporates the amendments that have been made over the last several years. In addition, this document updates the language required of some recent federal laws including the Pension Protection Act, the Heroes Earnings Assistance and Relief Act and the Worker Retiree and Employer Recovery Act.

I have enclosed a two page summary identifying the changes within the respective Articles of the Plan Document for your review. I am also enclosing the Nationwide updated Plan Document which I am recommending be signed by the Commission.

I am requesting this item be on the next agenda for the Commission's consideration of approval.

Cc: John Mitchell, Sr.

2011 Restated Plan Document Initiative

457 Governmental Plan & Trust Explanation of Selected Substantive Changes

ARTICLE I

Definitions

Compensation (Section 1.07): Revised compensation definition to address final regulations issued under Section 415 of the Internal Revenue Code (the "I.R.C.").. Additionally, incorporated differential wage payments under the definition, which is consistent with the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act").

Distributions to Individuals in the Uniformed Services: Made changes consistent with the HEART Act, which allow distributions to certain individuals during periods of uniformed service. (Section 1.28(c)(3)).

ARTICLE III

Deferral Contributions/Limitations

Deferrals After Severance from Employment, Including Sick, Vacation, and Back Pay Under an Eligible Plan: Revisions incorporated to extend the time period during which deferrals may occur after severance from employment under the final regulations issued under Section 415 of the I.R.C. (Section 3.02(c)).

ARTICLE IV

Time and Method of Payment Benefits

Emergency Tax Relief Distributions: New section added which is designed to serve as a catchall provision allowing distributions from the plan if legislation is enacted following emergency or catastrophic events (e.g., hurricanes, floods). Administrator can also establish procedures related to these distributions. (Section 4.01).

Required Minimum Distributions: A plan provision was added to reflect the 2009 waiver period of RMDs under the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"). (Section 4.03(f)(1)).

Eligible Rollover Distributions by a Non- Spousal Beneficiary: A provision was added to the plan reflecting Section 829 of the Pension Protection Act of 2006 ("PPA"), which requires plans to permit direct rollovers by non-spousal beneficiaries to inherited IRAs under certain conditions. (Section 4.07(c)).

Eligible Rollover Distributions to a Roth IRA: Language added to reflect the ability of participants to direct rollovers to a Roth IRA under PPA Section 824. (Section 4.07(d)(2)).

2011 Restated Plan Document Initiative

457 Governmental Plan & Trust Explanation of Selected Substantive Changes

ARTICLE I

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Compensation (Section 1.07): Revised compensation definition to address final regulations issued under Section 415 of the Internal Revenue Code (the "I.R.C.").. Additionally, incorporated differential wage payments under the definition, which is consistent with the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act").

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Eligible Rollover Distributions by a Non- Spousal Beneficiary: A provision was added to the plan reflecting Section 829 of the Pension Protection Act of 2006 ("PPA"), which requires plans to permit direct rollovers by non-spousal beneficiaries to inherited IRAs under certain conditions. (Section 4.07(c)).

Eligible Rollover Distributions to a Roth IRA: Language added to reflect the ability of participants to direct rollovers to a Roth IRA under PPA Section 824. (Section 4.07(d)(2)).

Mandatory Distributions for Small Accounts. A provision has been added to make mandatory distributions of inactive accounts with less than $1,000. (Section 4.07(d)(4)).

Distribution for Qualified Heath Insurance Premiums: New section added pursuant to PPA Section 845 and IRC 402(l), which allows a distribution of $3,000 per year to "eligible retired public safety officers" to pay for "qualified health insurance premiums" if certain conditions are met. This provision reflects the regulatory requirement that the plan make distributions directly to the qualified health insurance premium coverage provider to qualify. (Section 4.08(a)).

ARTICLE V

Administrative Services Provider Duties

Loans: Loan provisions are incorporated into the plan document, and is no longer a stand alone amendment to the plan. Including this provision does not require plans to offer loans. Plan sponsors wanting to offer loans must complete an administrative procedures document before Nationwide will begin administering loans. This document is available upon request. Plan sponsors who have already completed this step are not required to take any additional action at this time. (Section 5.03).

Procedure When Location of Participant or Beneficiary Unknown: New language added to Plan Document providing distribution procedures when the location of a participant or beneficiary is unknown. (Section 5.12(a)(b)).

ARTICLE VI

Participant Administrative Provisions

Automatic Revocation of Spousal Beneficiary Designation: New section, which automatically revokes designations in favor of a former spouse as beneficiary upon a divorce or dissolution of marriage. Many states already have laws which takes this action with former spouses. (Section 6.01).

ARTICLE VII

Miscellaneous

Use of Plan Assets that Are Not Attributable to an Account: New section, which provides that Plan Sponsor shall direct the Administrator how to use money received by the Plan that is not related to an Account Balance. This would include any settlement money, fee reimbursements, and litigation awards received by the Plan. (Section 7.09)

Nationwide®
Retirement Solutions

a Nationwide Financial® company

Plan Sponsor Signature Page

My signature below represents that I have the authority of my Employer to act on behalf of the plan. I acknowledge receipt of a copy of the Certificate of Participation and Disclosure Document (Certificate). I understand that the Certificate replaces prior versions. I have read and understand the Certificate and will contact my Nationwide representative if I have any questions or concerns. In addition, my Employer's plan makes the following selections:

1. **Plan Document** — My Employer's plan has formally adopted the Plan Document, effective January 1, 2011, and directs Nationwide to administer in accordance with its terms. I understand that the Plan Document provides that Nationwide may propose future amendments to this plan and outlines a process by which my Employer may file objections. I acknowledge that any future amendments to this Plan Document, to which my Employer has not objected, will be deemed adopted with my consent and at my direction. I certify that the signature will apply to all plan(s) listed below.

   If your Employer does not wish to adopt the Plan Document, please check the box below. A Nationwide representative will contact you to obtain additional information regarding the plan document applicable to your Employer's plan.

   ☐ **I do NOT wish to adopt the Plan Document.**

2. **Nationwide ProAccount** — My Employer agrees to the terms of the Nationwide ProAccount Plan Sponsor Agreement, and the ProAccount service will continue to be made available to plan participants.

   If your Employer wishes to terminate the ProAccount service, please check the box below and contact Nationwide at 877-496-1630 to provide additional instructions regarding the effective date of termination for plan participants currently enrolled in ProAccount.

   ☐ **I wish to TERMINATE ProAccount.**

______________________________ ______________
Name of authorized signer Date

____
Printed name of signer

______________________________ ______________
Entity Name Entity #

RETURN THIS PAGE VIA FAX WITH YOUR SIGNATURE TO NATIONWIDE AT 1-877-677-4329.

Or, please send this self-addressed signature page via mail.

ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

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

A COUNTY OLDER THAN THE STATE

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Agenda

JUN 13 2011

May 24, 2011

MEMORANDUM

TO: Donald L. Mims
County Administrator

FROM: Scott Kramer SK
Risk Manager

SUBJECT: Home Insurance Claim Assignment for Settlement

On May 23, 2011 I discussed this proposed settlement with the County Commission. Several years ago, the Montgomery County Commission had utilized Home Insurance Company for various insurance needs. However this company went bankrupt, and do not have the funds in liquidation to reimburse our claim in full. In an effort to receive some monies on our claim, I am recommending we enter into a contract with Liquidity Solutions for a cash settlement in exchange for our assignment of the Home Insurance claim.

I recently negotiated our interest in this payment to $62,500. In addition, if any proceeds of the Home Insurance claim are realized by Liquidity Solutions, within three years after this contract is signed, the Montgomery County Commission will share a 50% participation in excess of $87,500. I have enclosed a proposed contract from Liquidity Solutions which Tommy Gallion reviewed and felt it was 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 am requesting this item be on the next agenda for the Commission's consideration of approval.

cc: John A. Mitchell, Sr.

ASSIGNMENT OF CLAIM

THE MONTGOMERY COUNTY COMMISSION having a mailing address at Po Box 1667 Montgomery, AL 36102-1667 ("Assignor") in consideration of the sum of $62,500.00 (the "Purchase Price"), does hereby assign to Equity Trust Company, Custodian FBO David Fishel IRA ("Assignee") having offices at 225 Burns Road, Elyria, OH 44035 ("Assignee") all of Assignor's right, title and interest in and to the allowed and recommended claim or claims of Assignor associated against Home Ins. Co. in Liquidation (the "Estate") in liquidation proceedings in the Superior Court for the State Of New Hampshire (the "Court"), case No. 03-E-0106 (the "Proceedings") in the currently outstanding amount of no less than $250,000.00 (the "Purchased Amount") and no other claim, and all rights and benefits of the Assignor relating to the Claim, including without limitation the Proof of Claim identified below and the Assignor's rights to receive interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, instruments and other property which may be paid or issued by the Estate in satisfaction of the Claim. The Claim is based on amounts owed to Assignor by the Estate as set forth below, and this Assignment of Claim (this "Assignment") shall be deemed an absolute and unconditional assignment of the Claim for the purpose of collection and shall not be deemed to create a security interest except as may be otherwise provided herein. Assignee is assuming no liabilities or obligations of the Assignor under this Assignment.

Assignor represents and warrants that the Claim is and will be treated as a Class II Claim in an amount not less than $250,000.00 (Proof of Claim No. INSU703613-01). Assignor further represents and warrants that the Claim is a valid and allowed claim in the Proceedings in an amount not less than the Purchased Amount which will be treated no less favorably than Class II claims in the Proceedings, and the Claim is not subject to any defense, counterclaim, offset, setoff, dispute or objection; that no payment has been received by Assignor, or by any third party claiming through Assignor, in full or partial satisfaction of the Claim; that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part; that Assignor solely owns and has good title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind or nature whatsoever; that the Claim is assignable and transferable; that the Claim is eligible for future distribution; and that there are no offsets or defenses that have been or may be asserted by or on behalf of the Estate or any other party to reduce the amount of the Claim or to impair its value or to subordinate the Claim. Assignor will make its best efforts to facilitate this transfer of Claim. Assignor further represents, warrants and covenants that (a) the policy against which the Claim is made ("Policy") contains no aggregate liability limit ("Limit"), (b) the Claim does not exceed any Limit and (c) claims in excess of any Limit have not been and will not be filed or otherwise asserted against the Policy by Assignor or any other party. Except as otherwise expressly set forth herein, neither Assignor nor Assignee makes any representations regarding future payments or distributions with respect to the Claim. If any cash, securities, instruments and/or other property is received by THE MONTGOMERY COUNTY COMMISSION on this Claim, such distribution will be forwarded to Equity Trust Company, Custodian FBO David Fishel IRA within 7 days. All terms of this Assignment will be kept confidential.

Assignor is aware that the above Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until the conclusion of the Proceedings. Assignor acknowledges that, except as set forth in this Assignment, neither Assignee nor any agent or representative of Assignee has made any representation whatsoever to Assignor regarding the status of the Proceedings, the condition of the Estate (financial or otherwise) or any other matter relating to the Proceedings, the Estate or the Claim.

Assignor represents that it has adequate information concerning the business and financial condition of the Estate and the status of the Proceedings to make an informed decision regarding the sale of the Claim and that it has independently and without reliance on Assignee, and based on such information as Assignor has deemed appropriate (including information available from the files of the Court of the Proceedings), made its own analysis and decision to enter into this Assignment of Claim. Assignor and Assignee each hereby acknowledge to the other that (i) it currently has, or may in the future have, information with respect to the Claim, the Estate or any of its affiliates and/or the Proceedings that is not known to the other party and that may be material to a decision to sell or purchase the Claim (as applicable) ("Excluded Information"), (ii) it has determined to sell or purchase the Claim (as applicable) notwithstanding its lack of knowledge of the Excluded Information and (iii) neither Assignor nor Assignee shall have any liability to the other or any other party whatsoever with respect to the nondisclosure of the Excluded Information in connection with the transactions contemplated hereby.

In the event that (i) the Claim is disallowed, reduced, subordinated, offset, setoff, objected to, treated differently in the Proceedings than Class II claims against the Estate, or otherwise impaired, for any reason whatsoever, in whole or in part or (ii) the Claim receives a distribution that is less (on a pro rata basis) than the distribution made to holders of other Class II claims or (iii) distributions on account of the Claim are held-back or retained by the Estate as a result of the existence of a Limit (each of (i), (ii) and (iii), an "Impairment"), Assignor agrees, upon demand of Assignee, to make to Assignee immediate proportional restitution and repayment of the Purchase Price together with interest at the rate of ten percent (10%) per annum on the amount repaid for the period from the date of payment of the Purchase Price by Assignee through the date such repayment is made. Assignor further agrees to reimburse Assignee for all losses, costs and expenses, including reasonable legal fees and costs, incurred by Assignee as a result of such Impairment or any objection to the transfer of the Claim by Assignor. IN THE EVENT ASSIGNOR HAS PREVIOUSLY ASSIGNED OR PLEDGED THIS CLAIM TO ANY THIRD PARTY, OTHERWISE LACKS SOLE TITLE THERETO, OR IN THE FUTURE PURPORTS TO ASSIGN OR PLEDGE THE CLAIM TO A THIRD PARTY, ASSIGNOR AGREES TO IMMEDIATELY PAY ASSIGNEE UPON DEMAND OF ASSIGNEE, LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO DOUBLE THE AMOUNT PAID TO ASSIGNOR HEREUNDER.

In the event the Claim is ultimately allowed in amount greater than the Purchased Amount represented above, at Assignee's sole option and after written notice (the "Notice") provided to Assignor by Assignee, Assignor shall, and is hereby deemed to sell to Assignee and Assignee hereby agrees to purchase all, or any portion specified in the Notice, of such excess claim, at the same price (expressed as a percentage of claim) provided for hereunder. Assignee shall remit such payment to Assignor after delivery to Assignor of the Notice and upon Assignee's satisfaction that the Claim has been allowed in the higher amount and is not subject to any Impairment. All terms of this Assignment shall survive execution.

Assignor hereby irrevocably appoints Assignee as its true and lawful agent and attorney-in-fact, solely with respect to the Claim, with the full power and authority to act in Assignor's name, place and stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim and to exercise all elections and all other rights and remedies with respect thereto. Assignor further grants unto Assignee full authority to do all things necessary to enforce the Claim and its rights thereunder pursuant to this Assignment. Assignor agrees that the powers granted by this paragraph are coupled with an interest, and are therefore irrevocable, and are discretionary in nature and that Assignee may exercise or decline to exercise such powers at Assignee's sole option. Assignee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Assignor agrees to take such further actions, at its own expense, as requested by Assignee as necessary or desirable to effect the transfer of the Claim to Assignee (or its designees) and any payments or distributions on account of the Claim including, without limitation, the execution of appropriate transfer powers, corporate resolutions and consents.

Assignor agrees to forward to Assignee all notices received from the Estate, the Court or any third party with respect to the Claim assigned herein to vote the Claim assigned herein and to take such action with respect to the Claim in the Proceedings, as Assignee may from time to time request. Assignor further agrees that any distribution received by Assignor on account of the Claim, whether in the form of cash, securities, instrument or any other property, shall constitute property of the Assignee to which the Assignee has an absolute right, and that Assignor will hold such property in trust and will, at its own expense, promptly deliver to Assignee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Assignee.

The terms of this Assignment shall be binding upon, and shall inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

Assignor hereby acknowledges that Assignee may at any time reassign the Claim, together with all right, title and interest of Assignee in, to and under this Assignment, or any portion thereof or interest therein, without notice to or the consent of Assignor. Assignor may not assign any of its right, title and interest in, to and under this Assignment, or any portion thereof or interest therein, without the prior written consent of Assignee, which the Assignee may grant or withhold in its discretion. All representations and warranties made herein shall survive the execution and delivery of this Assignment and any such re-assignment. This Assignment may be executed in multiple counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts. Any action arising under or relating to this Assignment must be brought in the United States District Court for the Southern District of New York (located in the Borough of Manhattan in the City of New York) or the United States District Court for the District of New Jersey (located in the City of Newark) or, if federal court jurisdiction is lacking, in the Supreme Court of the State of New York (New York County) or New Jersey Superior Court. Assignor consents to and confers personal jurisdiction over Assignor by such court or courts and agrees that service of process may be upon Assignor by mailing a copy of said process to Assignor at the address set forth in this Assignment, and in any action hereunder. ASSIGNOR WAIVES ANY RIGHT TO DEMAND A TRIAL BY JURY ON ANY THEORY, INCLUDING WITHOUT LIMITATION CONTRACT AND TORT

CONSENT AND WAIVER

Upon Assignor's delivery to Assignee of its executed signature page to this Assignment of Claim Agreement, Assignor hereby authorizes Assignee to file a notice of transfer with respect to the Claim, while Assignee performs its due diligence on the Claim. Assignee, in its sole and absolute discretion, may subsequently transfer the Claim back to the Assignor if the due diligence results are not satisfactory, in Assignee's sole and absolute discretion, by filing a notice transferring the Claim back to Assignor or withdrawing the transfer, and automatically at such time and in such event, each of Assignor and Assignee hereby release the other from all and any obligation or liability regarding this Assignment; provided, however, that upon such re-transfer or withdrawal of transfer of the Claim, Assignor shall be obligated promptly to return to Assignee any payment made in respect of the Purchase Price. Assignor hereby acknowledges and consents to all of the terms set forth in this Assignment and hereby waives (i) its right to raise any objection hereto, and (ii) its right to receive notice. <u>Payment must be received within 20 business days or this Assignment will become null and void and neither party shall have any obligation to the other.</u>

I, ______________________, am an officer of THE MONTGOMERY COUNTY COMMISSION.

My specific title is ______________________. By my signature below, I hereby represent and warrant that I have full authority to assign the Claim as set forth herein and to bind THE MONTGOMERY COUNTY COMMISSION to the terms and conditions of this Assignment.

IN WITNESS WHEREOF, the undersigned Assignor hereunto sets its hands this ____ day of _______, 2011.
ATTEST:
By:

___________________________ Signature	___________________________ Notary
___________________________ Print Name/Title	
___________________________ Company	
___________________________ Telephone No	___________________________ Email

IN WITNESS WHEREOF, the undersigned Assignee hereunto sets its hand this _____ day of ____________, 2011.
Attest:
By:

____ Equity Trust Company Custodian FBO David Fishel IRA	____________________________ Print Name/Title

Haskell | Slaughter
attorneys at law

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

MEMORANDUM

April 14, 2011

TT6

TO: Donnie Mims
FROM: Tommy Gallion

RE: Home Insurance Company
Contract with Liquidity Solutions, Inc

I have reviewed your April 13, 2011 memorandum and the April 8, 2011 memorandum from Scott Kramer to you. I also reviewed the March 29, 2011 letter from Liquidity Solutions, Inc and the Assignment of Claim. In addition, I pulled up the web site of Liquidity Solutions, Inc. ("Liquidity") and Equity Trust Company ("Equity") to check out their legitimacy.

The Assignment of Claim should be by and between The Montgomery County Commission and Montgomery Sheriff's Department and Equity Trust Company, Custodian FBO David Fishel IRA, the assignee located in Ohio. There is no mention of Liquidity in the contract. The two web sites do not show any connection between the two. So I am unsure how the two companies are related. Additionally the Assignment of Claim calls the assignment to be governed by and construed with the laws of New York and any action arising under this assignment must be brought in either New York or New Jersey. The agreement also calls for the Assignor to waive any right to demand a trial by jury. Home Insurance Company's bankruptcy proceedings are in New Hampshire.

I also do not understand why the Sheriff's Department is involved in that the MCC was the party handling all County claims. However, there is no problem in executing claim. However, in that the Sheriff is a constitutional elected official, D. T. Marshall should also execute the Assignment of Claim. The easiest thing to do would be for The Montgomery County Commission to be the only party to enter into the assignment. It was the Montgomery County Commission that had to pay for all claims and to my knowledge the Sheriff's Department has never had a claim for this type of claim.

I see no problem in deviating from our normal clause of requiring every dispute to be handled in Montgomery County, Alabama. Home is in liquidation in New Hampshire, but that is where the liquidator is located. This is the normal way liquidators operate while liquidating insurance companies.

I am of the opinion that the assignment of the claim 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.

50051-317
#4,186,574

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
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www.mc-ala.org

Agenda
JUN 13 2011

June 9, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims DLM
County Administrator

SUBJECT: Allocation of Office Space in Annex I for the Engineering Department

At the last meeting, the Commission approved the temporary allocation of office space in Annex II for the Probate Accounting Office.

The current space occupied by the Probate Accounting Office has been planned to be allocated to the County Engineering Department, of which County Engineer George Speake has requested. I request the allocation of office space in Annex I from the Probate Accounting Office to the Engineering Department with the provision that any associated cost be paid from the current Engineering Department Budget or funded from the Road and Bridge fund.

DLM/tn

7-1

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
JUN 13 2011

May 17, 2011

MEMORANDUM

TO: Montgomery County Commission

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

RE: Storage Space in Courthouse

Jerry Bloodsworth, Chief Investigator, District Attorney's Office, has submitted a request for storage space in the Courthouse. He is seeking space for administrative and investigative storage. This space was made available when Maintenance moved from the basement of the Courthouse to Annex III.

The District Attorney's Office will cover the cost of securing the space. The Commission will also keep part of the space for maintenance storage. This item will be discussed during the working session of the Commission meeting on May 23, 2011.

JAM/rw

Attachment

Offices of

Ellen Brooks

District Attorney

Fifteenth Judicial Circuit of Alabama

DARYL D. BAILEY
CHIEF DEPUTY DISTRICT ATTORNEY

RHONDA B. CAPE
ADMINISTRATIVE ASSISTANT

JERRY N. BLOODSWORTH
CHIEF INVESTIGATOR

MONTGOMERY COUNTY COURTHOUSE
251 SOUTH LAWRENCE STREET
P.O. BOX 1667
MONTGOMERY, ALABAMA 36102-1667

(334) 832-2550
FAX (334) 832-1615
www.mc-ala.org/da

May 16, 2011

Mr. John A. Mitchell
Montgomery County Commission
101 South Lawrence Street
Montgomery, AL 36104

Re: Storage space in courthouse

Dear John:

Per the conversations between you, Donnie Mims and myself, I am requesting the old shop area in the basement of the Courthouse to be used by the District Attorney's Office for administrative and investigative storage purposes.

The District Attorney's Office will handle the expenses to have the space properly secured for our needs.

Sincerely,

Jerry Bloodsworth

Jerry Bloodsworth
Chief Investigator

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ELTON N. DEAN, SR.
CHAIRMAN

REED INGRAM
VICE CHAIRMAN

DIMITRI POLIZOS
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Agenda
JUN 13 2011

June 13, 2011

MEMORANDUM

TO: Montgomery County Commission

FROM: Donald L. Mims, County Administrator DLM

SUBJECT: Miscellaneous Appropriations Reprogramming Requests

I am requesting authority to reprogram the following from fund code 001-59320-498 (Agency, Miscellaneous Appropriations) to:

Rescind Prior Year Miscellaneous Appropriations

**NC-2009-83: Rescind Appropriation to, BOE, Harrison Elementary School, for the Arts 4 Excellence Grant - $500; (Dean)

**NC-2009-118: Rescind Appropriation to, BOE, Bellingrath Junior High School, Principal's Discretionary Fund - $1,000; (Dean)

**NC-2009-120: Rescind Appropriation to, BOE, Hayneville Road Elementary School, for Principal's Discretionary Fund - $1,300; (Dean)

**NC-2010-11: Rescind Appropriation to, BOE, Davis Elementary School, Principal's Discretionary Fund - $1,000; (Dean)

**NC-2010-128: Rescind Appropriation to, BOE, Pintlala Elementary School, for Smart Boards - $2,236; (Dean-$1,983 and Ingram-$253)

NC-2011-78: BOE, Pintlala Elementary School, for Software for Smart Boards - $2,236; (Dean-$1,983 and Ingram-$253)

NOTE: Since a check has been issued to BOE, Pintlala Elementary School in the proper amount, a replacement check is not to be issued but that it is to be noted in the Finance Department's records that the purpose of the appropriation is to be changed from Smart Boards to Software for Smart Boards as requested by the school.

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Rescind Current Year Miscellaneous Appropriations

**NC-2011-26:	BOE, William R. Harrison Elementary School, for Principal's Discretionary Fund - $500; (Dean)
**NC-2011-32:	BOE, MacMillan International Academy, for Principal's Discretionary Fund - $500; (Dean)
**NC-2011-33:	BOE, Hayneville Road Elementary School, for Principal's Discretionary Fund - $500; (Dean)
**NC-2011-73:	BOE, Head Elementary School, for Principal's Discretionary Fund - $1,000; (Polizos)

Today's Miscellaneous Appropriations

C-2011-73:	Central Alabama Aging Consortium, for T.V. and DVD player at the Senior Citizens Center in the Snowdoun Community - $1,000 (Ingram)
C-2011-74:	Montgomery County Recreation Department, Southern Dixie Youth Baseball League - $5,000; (Dean)
C-2011-75:	Montgomery Community Action Agency, for Community Services Programs - $2,000; (Dean)
NC-2011-79:	Snowdoun Volunteer Fire Department, for General Operations - $5,000; (Ingram)
NC-2011-80:	Montgomery County Parks and Recreation, for Fencing at the County Environmental Park on US Highway 231 - $2,300; (Ingram-$300 and Polizos-$2,000)

** Rescind

DLM/tll

Agenda
JUN 13 2011

MEMORANDUM

TO: Donald L. Mims, Administrator

FROM: Pat Silas, Assistant Director
Support Services pa

DATE: June 7, 2011

SUBJECT: Bid No. 52200-11B-007,
Inmate Telephone Service

Request approval of award on the above referenced bid, to the bidder quoting the highest commission rate of 75% of all gross revenues from all call types, to Securus Technologies, be placed on the agenda for the County Commission meeting on June 13, 2011. (copy of spread sheet attached)

Coordination of award made with Sheriff D.T. Marshall.

Your assistance is greatly appreciated.

Attachment

PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION

ABSTRACT FOR BIDS:
INVITATION TO BID NO: 52200-11B-007
DATE ISSUED: APRIL 15, 2011
DATE OPENED: MAY 25, 2011
REQUESTING DEPARTMENT: SHERIFF'S OFFICE (DETENTION)
TERMS OF PAYMENT/DISCOUNT:
DELIVERY DATE:

			BID NO		BID NO		BID NO		BID NO		BID NO	
			SECURUS TECHNOLOGIES, INC. - ATTN: ROBERT E. PICKENS; PHONE#(972) 277-0300; FAX#(972) 277-0514		IC SOLUTIONS(INMATE CALLING SOLUTIONS) - BRENDAN PHILBIN; PHONE#(866) 228-4040; FAX#(210) 693-1016		TALTON COMMUNICATIONS - GARY A. VANCIL - PHONE#800-685-1840; FAX#334-872-0572		PAY TEL COMMUNICATIONS, INC. - ATTN: VINCENT TOWNSEND; PHONE#866-729-8352-x227; FAX#336-346-1127		NCIC INMATE PHONE SERVICE - ATTN: WILLIAM POPE; PHONE#903-757-4455; FAX#903-757-4899	
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	INMATE TELEPHONE	1 EACH		75%		74%		70.025%		69%		68%
	SERVICE											
	COMMISSION RATE											
	PAGE 1											

COMMENTS:

BIDSHEET.

10.2

PURCHASING DEPARTMENT
MONTGOMERY COUNTY COMMISSION

ABSTRACT FOR BIDS:			BID NO		BID NO		BID NO		BID NO		BID NO	
INVITATION TO BID NO: 52200-11B-007												
DATE ISSUED: APRIL 15, 2011												
DATE OPENED: MAY 25, 2011												
REQUESTING DEPARTMENT: SHERIFF'S OFFICE (DETENTION)			AMTEL, INC. - ATTN: LISA HUNTER; PHONE #(912) 510-3512; FAX#(912)673-6004		GTL COMMUNICATIONS - ATTN: JEFFREY B. HAIDINGER; PHONE #251-479-4500;FAX#251-473-4588		LEGACY INMATE COMMUNICATIONS; ATTN: CURTIS A. BROWN; PHONE #888-729-4326		COMMISSION PAID ON CURRENT CONTRACT WITH TALTON COMMUNICATIONS - 69.05%			
TERMS OF PAYMENT/DISCOUNT:												
DELIVERY DATE:												
ITEM NO.	DESCRIPTION OF ITEM	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
	INMATE TELEPHONE	1 EACH		65%		65%		65%				
	SERVICE											
	COMMISSION RATE											
	20 BIDS MAILED											
	PAGE 2											

COMMENTS:

BIDSHEET.

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Agenda

JUN 13 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION

BUDGET CHANGE REQUEST

REQUEST NUMBER 20

DEPARTMENT:	County Comm Appropriat	REVIEWED:	S. Thomas	5/24/2011
DATE:	5/24/2011	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
Recreation Board Appropriations	001-57201.290	439,146	2,300	441,446
Miscellaneous Appropriations	001-59310.498	297,800	-2,300	295,500
				0
Park Improvements	008-57200.592	84,600	2,300	86,900
County Appropriations	008-40000.44951	-439,146	-2,300	-441,446
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	382,400	0	382,400

JUSTIFICATION:

Appropriation to the Recreation Department to construct a fence at the County Environmental Park on U.S. Highway 231.

11-1

Agenda
JUN 13 2011

BUDGET FORM 5

MONTGOMERY COUNTY COMMISSION
BUDGET CHANGE REQUEST
REQUEST NUMBER 21

DEPARTMENT:	County Comm Appropriatio	REVIEWED:	S. Thomas	5/24/2011
DATE:	5/24/2011		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
Courthouse Projects	206-51104.531	0	6,500	6,500
Fund Balance	206.35900	0	-6,500	-6,500
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	TOTAL	0	0	0

JUSTIFICATION:

Budget for purchase of a parking lot gate arm at the Courthouse parking lot.

11-2

Agenda

JUN 13 2011

MONTGOMERY COUNTY PROBATE COURT

OFFICE OF REESE MCKINNEY, JR.

To: Judge Reese McKinney, Jr.

From: Patrick J. Murphy, Asst. Chief Clerk

CC: Mr. Donald Mims, County Administrator

Date: May 20, 2011

Subject: Justification for Position Fill Request

I walked through the position fill request submitted to the Montgomery County Commission and Donnie has agreed to present it to the governing body on Monday. It is critical that the Probate Office fill this opening. With the dismissal of Erin Griggs, the Woodley Road satellite office is operating with a workforce capacity of 67% due to the extended illness and FMLA leave of Shirley Johnson. If an employee is granted an annual leave day, and another employee calls in sick, it would leave the Woodley Road office with less than half its complement of employees to provide customer service to the citizens of Montgomery County. The Woodley Road office has collected and disbursed $1.5 million in gross receipts for the first two quarters of this calendar year.

As you have pointed out to me in the past, there is "no fat to cut" as the Probate Office has only operated with a carefully-measured, as-needed amount of staff. As I write this memo, Eastmont Tag Supervisor Cathy Mobley is doing yeoman's work by struggling to operate the busiest location in the Probate Office with a capacity of 42% of her workforce present. Shifting employees from another office is untenable. It is my view that to allow a tag and license office to operate with less than a 70% complement of employees is tantamount to a business closure.

UNFILLED, SICK, ANNUAL, ETC.		1	2	3	4	5	6	7	8
	100%	89%	78%	67%	56%	44%	33%	22%	11%

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: Probate Office

DEPARTMENT HEAD: Judge Reese McKinney, Jr.

SUPERVISOR: Vanessa Evans

POSITION TITLE: Customer Service Clerk (CO0016)

POSITION NUMBER: (33) ***To fill the opening made by the dismissal of Erin Griggs***

PROPOSED EFFECTIVE DATE: 5/20/2011

TYPE OF APPOINTMENT (X) Permanent ( ) Temporary

RECRUITING

( ) PROMOTIONAL REGISTER ( ) TRANSFER

(X) OPEN COMPETITIVE REGISTER ( ) REEMPLOYMENT

PAY GRADE: A03CO S-1

Reese McKinney, Jr. 5-20-11

Department Head Date

2 ADMINISTRATIVE REVIEW

( ) APPROVED

( ) DISAPPROVED

____

Funding Authority

3 CERTIFICATION

Promotional ________ Candidates

Open-Competitive ________ Candidates

Transfer ________ Candidates

____

____________________ ________

Personnel Director Date

4 SELECTEE: ____________________

____________________ ________

Appointing Authority Date

5 ( ) Manpower data entered by ________ Date ________

( ) Payroll entered by ________ Date ________

12-2

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
JUN 13 2011

Request # 14

Date: May 24, 2011
To: Donald L. Mims, Administrator
From: Janet Buskey, Revenue Comm
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Montgomery, AL
Departure Date: September 14, 2011 Return Date: September 16, 2011
Conference Leave (Days / Hours): 2 Days
Purpose of Travel: AL IV: Introduction to Property Tax Administration

Traveler (s) Name:
1. Patrick Stokes
2. Donna Williams
3. Kathy Jennings
4.
5.
6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [XX] Other (Specify) [ ]

Total (est.) Cost: $600.00 Advance Registration Required: $600.00
Department Name: Revenue Fund Name: General Fund
Additional Comments: Total est. cost includes registration.

To: Janet Buskey, Revenue Comm
From: Donald L. Mims, Administrator

The above request is app. 06/13/11 reimbursement of actual and necessary expenses in the approximate amount of $600.00 and advance registration of $600.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51500.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$6,900.00
Approved Requests:	$4,813.52
Budget Available:	$2,086.48
Current Requests:	$600.00
Budget Balance:	$1,486.48

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 5/25/2011
cc: Finance Director / Buyer

13-1

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda
JUN 13 2011

Request # 12

Date: May 25, 2011

To: Donald L. Mims, Administrator

From: Lou Ialacci

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Atlanta, GA Global Knowledge

Departure Date: July 17, 2011 Return Date: July 22, 2011

Conference Leave (Days / Hours): 6 Days

Purpose of Travel: Attend "Planning, Deploying, and Managing Microsoft Systems Center Configuration Manager (SCCM) 2007" course

Traveler (s) Name:
1. Alfred Jones
2.
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	XXX	Other (Specify)	

Total (est.) Cost: $1,090.00 Advance Registration Required: $0.00

Department Name: Information Systems Dept Fund Name: General

Additional Comments: Course registration cost will be funded using Microsoft vouchers.

To: Lou Ialacci

From: Donald L. Mims, Administrator

The above request is app. 06/13/11 reimbursement of actual and necessary expenses in the approximate amount of $1,090.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-51965.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$25,000.00
Approved Requests:	$5,100.74
Budget Available:	$19,899.26
Current Requests:	$1,090.00
Budget Balance:	$18,809.26

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 5/25/2011

cc: Finance Director / Buyer

13-2

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C
Agenda
JUN 13 2011

Request # 24

Date: June 3, 2011
To: Donald L. Mims, Administrator
From: Sheriff D. T. Marshall
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Anniston, AL
Departure Date: June 18, 2011 Return Date: June 25, 2011
Conference Leave (Days / Hours): 8 days
Purpose of Travel: Incident Command: Capabilities, Planning and Response Actions for All Hazards

Traveler (s) Name:
1. Sergeant Juan Jerry
2. Corporal Joseph Love
3.
4.
5.
6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $0.00 Advance Registration Required: $0.00
Department Name: Sheriff's Office Fund Name: General (001-52110-265)
Additional Comments: No expenses are involved in this training.

To: Sheriff D. T. Marshall
From: Donald L. Mims, Administrator

The above request is app. 06/13/11 reimbursement of actual and necessary expenses in the approximate amount of $0.00 and advance registration of $0.00 is authorized.

To be completed by the Finance Department

Fund Code:	001-52110.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$20,000.00
Approved Requests:	$17,879.56
Budget Available:	$2,120.44
Current Requests:	$0.00
Budget Balance:	$2,120.44

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/3/2011
cc: Finance Director / Buyer

13-3

Revised October 12, 2005

Appendix C

Agenda

JUN 13 2011

Montgomery County Commission
Travel / Training Request Approval

Request # 18

Date: June 6, 2011

To: Donald L. Mims, Administrator

From: Scott Kramer, Risk Manager

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Milwaukee, WI

Departure Date: September 18, 2011 Return Date: September 22, 2011

Conference Leave (Days / Hours): 5 Days

Purpose of Travel: to attend the ICMA 97th Annual Conference

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

Check Mode of Transportation:

County Vehicle		Commercial Air	X
Private Vehicle		Other (Specify)	

Total (est.) Cost: $2,125.00 Advance Registration Required: $600.00

Department Name: Risk Management Fund Name: General Liability

Additional Comments: Registration - 600.00; Meals - 375.00; Airfare - 450.00 ; Hotel - 700.00

To: Scott Kramer, Risk Manager

From: Donald L. Mims, Administrator

The above request is app. 06/13/11 reimbursement of actual and necessary expenses in the approximate amount of $2,125.00 and advance registration of $600.00 is authorized.

To be completed by the Finance Department

Fund Code:	007-51120.265 (ex: 000-00000-000)
Description:	Registration & Training
Current Budget:	$16,000.00
Approved Requests:	$4,765.32
Budget Available:	$11,234.68
Current Requests:	$2,125.00
Budget Balance:	$9,109.68

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/6/2011

cc: Finance Director / Buyer

13-4

Revised October 12, 2005

Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda

JUN 13 2011

Request # 26

Date: June 1, 2011

To: Donald L. Mims, Administrator

From: Ellen Brooks

Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL

Departure Date: July 5, 2011 Return Date: July 8, 2011

Conference Leave (Days / Hours): 4 Days

Purpose of Travel: To Attend: ADAA 2011 Summer Conference

Traveler (s) Name:

1. Vicki Brown
2. Jon Moody
3. Anthony Michel
4. Cameron McEwen
5. Azzie Taylor
6.

Check Mode of Transportation: County Vehicle [ ] Commercial Air [ ]
Private Vehicle [X] Other (Specify) [ ]

Total (est.) Cost: $7,435.00 Advance Registration Required: $1,875.00

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

Additional Comments:

To: Ellen Brooks

From: Donald L. Mims, Administrator

The above request is app. 06/13/11 reimbursement of actual and necessary expenses in the approximate amount of $7,435.00 and advance registration of $1,875.00 is authorized.

To be completed by the Finance Department		
Fund Code:	760-51260.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$45,000.00	
Approved Requests:	$25,818.76	
Budget Available:	$19,181.24	
Current Requests:	$7,435.00	
Budget Balance:	$11,746.24	

Donald L. Mims, Administrator

Reviewed by: S. Thomas

Date: 6/2/2011

cc: Finance Director / Buyer

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Montgomery County Commission
Travel / Training Request Approval

Appendix C

Agenda
JUN 13 2011

Request # 27

Date: June 1, 2011
To: Donald L. Mims, Administrator
From: Ellen Brooks
Re: Travel / Training Request

Request approval to be granted for the following:

Destination: Orange Beach, AL
Departure Date: July 4, 2011 Return Date: July 8, 2011
Conference Leave (Days / Hours): 5 Days
Purpose of Travel: To Attend: ADAA 2011 Summer Conference

Traveler (s) Name: 1. Laura Culberson 4.
2. 5.
3. 6.

Check Mode of Transportation:

County Vehicle		Commercial Air	
Private Vehicle	X	Other (Specify)	

Total (est.) Cost: $1,723.00 Advance Registration Required: $375.00
Department Name: District Attorney Fund Name: 760-51260-265
Additional Comments:

To: Ellen Brooks
From: Donald L. Mims, Administrator
The above request is app. 06/13/11 reimbursement of actual and necessary expenses in the approximate amount of $1,723.00 and advance registration of $375.00 is authorized.

To be completed by the Finance Department

Fund Code:	760-51260.265	(ex: 000-00000-000)
Description:	Registration & Training	
Current Budget:	$45,000.00	
Approved Requests:	$25,818.76	
Budget Available:	$19,181.24	
Current Requests:	$9,158.00	
Budget Balance:	$10,023.24	

Donald L. Mims, Administrator

Reviewed by: S. Thomas
Date: 6/2/2011
cc: Finance Director / Buyer

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Revised October 12, 2005